



Mountain Rides Transportation Authority

PUBLIC NOTICE of Regular Board Meeting Agenda Revised 1/13/17 2:30pm

12:30pm, Wednesday, January 18, 2017

Ketchum City Hall Council Chambers, 480 East Ave. N., Ketchum, ID 83340

Board Members: Chair Jane Conard (Sun Valley), vice-chair Kristin Derrig (Ketchum), Secretary Joe Miczulski (Bellevue), Becki Keefer (Hailey), Grant Gager (Ketchum), Dave Patrie (Blaine County), Joyce Fabre (Sun Valley) and Tory Canfield (at-large)

1. 12:30pm: Call meeting to order
2. Comments from the Chair and Board Member thoughts
3. Public comment period for items not on the Agenda (including questions from the press)
4. Presentation: annual financial audit for FY2016, presented by Dennis Brown of Dennis Brown CPAS
5. Action and discussion items
 - a. Action item: Approve receipt and filing of Mountain Rides FY2016 audited financial statements, as prepared by Dennis Brown CPAs. (p.2-32)
 - b. Action item: Approve surplus of 1 vanpool van (p.33-34)
 - c. Action item: Approve purchase of 1 vanpool van as an option on Mountain Rides RFP 07202016 in an amount not to exceed \$41,500. (p.35-36)
 - d. Action item: Approve submission of Federal Transit Administration's 2017 Certifications and Assurances (C&As) (p.37-163)
 - e. Action item: Approve a resolution of the Mountain Rides Board of Directors recognizing the outstanding efforts of the Mountain Rides staff during our recent "snowpocalypse" (p.164)
 - f. Discussion item: Discuss draft strategic priorities for 2017, as discussed at Mountain Rides' annual strategic workshop (p.165-167)
 - g. Discussion item: Discuss budget priorities for midyear budget amendment for FY2017 and for next budget year FY2016 (p.168)
6. Staff reports
 - a. Dashboard performance report for November 2016 (p.169-172)
 - b. Operations report (p.173)
 - c. Marketing Outreach report (p.174-175)
 - d. Maintenance report (p.176)
 - e. Business Manager report (p.177)
 - f. Executive Director report (p.178)
7. Consent Calendar items
 - a. Approve minutes –December 21 regular meeting and January 4 special meeting (p.179-183)
 - b. Receive and file November 2016 financials and bills paid (p.184-195)
8. Executive Session: pursuant to Idaho Statute 74-206(1)(a)
9. Adjournment

NOTE: Public information on agenda items is available from the Mountain Rides office 800 1st Ave. North, or 208-788-7433. Any person needing special accommodation to attend the above noticed meeting should contact Mountain Rides three days prior to the meeting at 208-788-7433.

Mountain Rides Agenda Action Item Summary

<u>Date:</u>	<input type="text" value="01/18/2017"/>	<u>From:</u>	<input type="text" value="Jason Miller"/>
<u>Action Item:</u>	<input type="text" value="5a. Approve receipt and filing of Mountain Rides FY2016 audited financial statements, as prepared by Dennis Brown CPAS"/>		
<u>Committee Review:</u>	<input checked="" type="radio"/> yes <input type="radio"/> no	<u>Committee Purview:</u>	<input type="text" value="Finance & Performance"/>
<u>Previously discussed at board level:</u>	<input checked="" type="radio"/> yes <input type="radio"/> no		
<u>Recommended Motion:</u>	<input type="text" value="I move to approve the receipt and filing of the FY2016 audited financial statements, as presented [or with changes noted] and prepared by Dennis Brown CPAs."/>		
<u>Fiscal Impact:</u>	<input type="text" value="Excess operating funds for FY2017"/>		
<u>Related Policy or Procedural Impact:</u>	<input type="text" value="Excess fund policy"/>		
<u>Background:</u>	<input although="" audit's="" audit,="" clean"="" is="" issues."="" not="" purpose="" such="" the="" to="" type="text" uncover="" value="Annually, Mountain Rides must complete an in-depth financial audit, per Government Auditing Standards that apply to Mountain Rides due to the amount of federal funding received.

The audit reflects all financial activity for the period October 1st, 2015 through September 30, 2016. The audit did not find any weaknesses or deficiencies and is consider a "/>		

**MOUNTAIN RIDES
TRANSPORTATION AUTHORITY**

Financial Statements

Year Ended September 30, 2016

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Financial Statements
For the year ended September 30, 2016

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INDEPENDENT AUDITOR'S REPORT

December 31, 2016

Board of Directors
Mountain Rides Transportation Authority
Ketchum, Idaho

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Mountain Rides Transportation Authority, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Mountain Rides Transportation Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Mountain Rides Transportation Authority, as of September 30, 2016, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3–8 and 18–20 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Mountain Rides Transportation Authority's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2016, on our consideration of the Mountain Rides Transportation Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Mountain Rides Transportation Authority's internal control over financial reporting and compliance.



DENNIS R BROWN
Certified Public Accountant
Twin Falls, Idaho

MOUNTAIN RIDES TRANSPORTATION AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

This discussion and analysis is intended to provide an overview of Mountain Rides Transportation Authority's financial activities for the fiscal year ended September 30, 2016 (FY2016). Since this information is designed to focus on the current year's activities, resulting changes, and currently known facts, it should be read in conjunction with the Independent Auditor's Report and the Basic Financial Statements that accompany this MD&A.

FINANCIAL HIGHLIGHTS

1. Mountain Rides, as a provider of public transportation services in Blaine County, continued to receive several significant sources of federal transportation funding through the Federal Transit Administration (FTA) in FY2016 for operating public transportation services in a rural area. These FTA operating funding sources include 5311 Rural Transportation for general rural transit operations; 5316 Job Access, Reverse Commute (JARC); 5317 New Freedom (NF) and 5310 Rural Transportation for operating additional demand response service and the Green and Hailey Routes. For FY2016, 5316 funding was fully exhausted, as this program was eliminated at the federal level. Overall, Mountain Rides saw its federal operating funding increase in total by approximately \$247,000.
2. As a result of additional federal funding available through FTA funds managed by the Idaho Transportation Dept. (ITD) and a new two year funding cycle that takes effect October 1st, 2016, Mountain Rides anticipates that federal funding will increase 10% for FY2017 versus FY2016. This increase in federal funding, combined with improving local funding, will allow Mountain Rides to improve service going forward. For FY2016, transit service levels were increased slightly, and the employee pay scale was increased 5-10% as a result of a salary survey that showed Mountain Rides' pay levels lagging behind many indicators. For FY2017, transit service levels will grow 7% as a result of this improved funding.
3. Local Funding from local tax sources provided by the cities of Ketchum, Hailey, Sun Valley, Bellevue and Blaine County in FY2016 increased by a modest 2%. Mountain Rides relies heavily on funding from our local financial partners to maintain operations and service levels, as well as provide the local match portion required for receipt of federal funding (all federal transit funding programs require that local entities share in the cost of operating and maintaining transit systems). In FY2016 local revenues were allocated between operating needs and capital needs at a ratio of 85% to operations and 15% to capital accounts.
4. Mountain Rides completed its largest capital facility project to date in FY2016 with the opening of its South Valley facility in Bellevue, Idaho in February 2016. As a result of additional federal funding and additional fund balance spending of accumulated local funding, Mountain Rides was able to build a facility with additional bus storage space, a bus washer, radiant floor heat, and additional office space. The project was delivered ahead of schedule and on budget. Mountain Rides received additional one-time FTA 5339 Bus and Bus Facility funding from ITD in FY2016 for this additional work. Mountain Rides also used significant capital fund balances to complete this project. Mountain Rides did not make any progress on the downtown Ketchum transportation center, another major capital facility project that Mountain Rides has been pursuing in recent years. That project is on hold until the City of Ketchum and Mountain Rides can collaborate on an alternative location that may include public parking. It is anticipated that this project will require additional financial resources, both federal and local, in order to complete.
5. Capital equipment vehicle replacements and refurbishments continued in FY2016, per Mountain Rides' adopted five year Capital Improvement Plan. Mountain Rides acquired 1 new vanpool van and 1 new large, heavy duty bus, funded through the FTA 5339 funding program. Mountain Rides also continued its vehicle refurbishment initiative with rebuild of two existing buses, in order to prolong their useful life. This project was partially funded with FTA 5339 funding.

OVERVIEW OF FINANCIAL STATEMENTS

This annual report consists of two parts: management's discussion and analysis (this section) and the basic financial statements. The basic financial statements include a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 9 and 10) provide information about the activities of Mountain Rides as a whole and present a longer-term view of its finances. Fund financial statements start on page 11. These statements indicate how capital programs and services were financed in the short term as well as what remains for future spending.

FINANCIAL ANALYSIS

Government-wide Financial Statements

Mountain Rides' analysis of its operations as a whole begins on page 9. The Statement of Net Position and the Statement of Activities report information about Mountain Rides' activities and include all assets and liabilities using accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report Mountain Rides' net position and changes in them. Net Position – the difference between assets and liabilities – is one way to measure Mountain Rides' financial health, or financial position. Over time, increases or decreases in net assets are one indicator of whether financial health is improving or deteriorating. Other nonfinancial factors, however, such as changes in revenue sources and the overall condition of MR's fleet, aid in assessing overall health. The Net (Expense) Revenue and Changes in Net Position column on the Statement of Activities (on page 10) helps determine whether there are more or fewer financial resources that can be spent in the near future to finance Mountain Rides' programs. Mountain Rides' financial resources for FY2015 were higher (an increase of \$618,047) over the year. This accumulation of funding was done purposefully in anticipation of FY2016 requirements for an additional bus purchase and finishing the South Valley facility. These resources will largely be depleted in FY2016.

Fund Financial Statements

The fund financial statements begin on page 11. The Balance Sheets – Governmental funds provides information about Mountain Rides consolidated position, including its Operations Fund and all Capital funds. The Statement of Revenues, Expenditures, and Changes in Fund Balance provides information on the activities of each category of Mountain Rides Funds; its operational activities in General Operations, Capital activities in Capital Projects and its Workforce Housing activities in Work Force Housing. All of Mountain Rides' basic services are reported in General Operations Fund. All funds are reported using an accounting method called modified accrual accounting. This method measures cash and all other financial assets that can be readily converted to cash.

Mountain Rides position as a whole

Mountain Rides' combined net position in FY2015 as compared to FY2016 increased from \$5,390,821 to \$6,011,017 reflecting an increase in capital activities for the period ended 9/30/2016 (see Table 1 below). In looking at the detail, specifically the Non-Current Asset position, Mountain Rides' Buildings and Improvements has increased significantly. Unrestricted net position – the part of net position that can be used to finance day-to-day operations without constraints changed from \$1,080,270 at the end of FY2015 to \$762,320 at the end of 2016, a decrease of 29%. This change was due to major capital projects being finalized. A portion of this unrestricted net position will also be used as carryover in FY2017 to support operations and capital needs. Mountain Rides also retains some of this unrestricted cash as contingency funds in case of

possible delays in receiving federal or local funding, as well as unforeseen emergencies. Use of contingency funds for construction underway has brought balances to levels considered minimally prudent. With major capital projects completed for now, Mountain Rides will need to focus on rebuilding its capital fund balances in the years to come to support matching funds for future capital projects. Mountain Rides must also support ongoing vehicle replacement, facility maintenance, and bus stop improvements.

**Table 1: Condensed Statement of Net Position - Compared
As of September 30, 2016 and 2015**

	<u>FY 2016</u>	<u>FY 2015</u>
Current Assets:		
Cash and Deposits	\$ 647,154	\$ 970,095
Receivables	85,742	173,928
Inventories	133,235	160,378
Total Current Assets	<u>866,131</u>	<u>1,304,401</u>
Capital Assets:		
Capital Assets (Net of Depreciation)	<u>5,248,697</u>	<u>4,310,551</u>
Total Assets	<u>\$ 6,114,828</u>	<u>\$ 5,614,952</u>
Current Liabilities	\$ 64,203	\$ 180,741
Long-term liabilities	<u>39,608</u>	<u>43,390</u>
Total Liabilities	<u>103,811</u>	<u>224,131</u>
Net assets:		
Invested in capital assets		
net of related debt	5,248,697	4,310,551
Restricted		
Unrestricted	<u>762,320</u>	<u>1,080,270</u>
Total Net Position	<u>\$ 6,011,017</u>	<u>\$ 5,390,821</u>

Mountain Rides' total revenues increased by roughly 7.5 percent. Federal funding was up from \$1,817,332 to \$2,064,382. This increase was attributable to increased federal capital funds for the current capital projects underway and improved federal funding for operations. Total Expenditures, the total cost of all programs and services, increased by 15 percent, almost entirely the result of capital expenditures. (see Table 2). The deficiency shown in Table 2 represents a use of fund balance to provide matching funds for

**Table 2: Statement of Revenues, Expenses,
and Changes in Fund Balance - Compared
For the Fiscal Years Ended September 30, 2016 and 2015**

	FY 2016	FY 2015
Revenues:		
Federal Funding	\$ 2,064,382	\$ 1,817,332
State Funding	6,338	3,899
Local Funding	1,198,000	1,178,999
Fare Revenues	361,254	367,610
Charter Bus and Bike Share Revenues	24,366	13,851
Workforce Housing Revenues	30,598	30,599
Advertising	61,891	64,031
Interest from Investments	2,135	1,500
Other Revenues	26,942	20,820
Totals	<u>3,775,906</u>	<u>3,498,641</u>
Expenditures:		
Wages	1,766,285	1,621,747
Fuel	177,645	227,975
Repairs and Maintenance	240,344	172,679
Rents and Utilities	47,909	47,664
Contracted Services	34,888	30,963
Marketing and Promotion	85,218	58,536
Insurance	112,454	105,641
Capital Expenditures	1,539,219	1,210,725
Supplies	20,494	17,781
Traveling and Training	14,876	19,711
Printing and Reproduction	12,019	13,061
Miscellaneous	19,144	2,315
Totals	<u>4,070,495</u>	<u>3,528,798</u>
Excess (Deficiency)	\$ <u>(294,589)</u>	\$ <u>(30,157)</u>

General Fund Budgetary Highlights

Over the course of the year Mountain Rides revised its General Operating Fund budget. This budget amendment was made as a result of changes in expected service, local revenues and expenses. Mountain Rides adjusted for final funding received for the South Valley facility and other capital funding changes. Operating funds remained largely the same.

MD&A Continued --

Despite these adjustments, Actual Revenues and Expenditures resulted in an excess of \$127,549; savings in fuel and tight expense control being the primary contributors. This excess will be used to support the aforementioned capital projects that will be completed in FY2016.

Capital Funds Budgetary Highlights

Over the course of the year Mountain Rides also revised its Capital Fund budget to account for the deferral of the Ketchum transportation center project, mainly due to challenges with securing appropriate land entitlements for project site, project bids in excess of available funding, and expansion of the south valley project resulting from additional FTA 5339 funding.

Workforce Housing Fund Budgetary Highlights

Mountain Rides maintains 5 workforce housing units, all of which were fully occupied for FY2016. Actual Revenues and Expenditures were \$3,014 less compared to the Budgeted amounts due to higher than budgeted repairs.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of FY2016 Mountain Rides had \$5,248,697 invested in a broad range of capital assets, including its Ketchum building, various bus shelters, vehicles and tools and equipment and construction in process. This amount represents a net increase of \$938,146, or 18 percent, as compared to last year. Construction of the south valley facility accounted for the majority of the changes. (see Table 3)

Table 3: Capital Assets for all Funds

	<u>FY 2016</u>	<u>FY 2015</u>
Governmental Activities:		
Land	\$ 210,000	\$ 210,000
Construction in Progress		1,037,541
Depreciable Capital Assets:		
Buildings and Improvements	4,158,528	2,092,525
Buses and Vehicles	4,378,537	4,360,900
Equipment	109,388	109,388
Totals	<u>8,856,453</u>	<u>7,810,354</u>
Less: Accumulated Depreciation		
Buildings and Improvements	900,717	792,941
Buses and Vehicles	2,633,968	2,641,642
Equipment	73,071	65,220
Totals	<u>3,607,756</u>	<u>3,499,803</u>
Net Capital Assets	\$ <u>5,248,697</u>	\$ <u>4,310,551</u>

MD&A Continued --

Mountain Rides fiscal-year 2016 capital budget includes \$1,700,000 for capital projects, principally for the construction of the south valley facility, \$1,038,000 and purchase of additional vehicles, \$615,000. Funding for these projects is in place and consists of federal funds, Mountain Rides' cash reserves and local funds.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND FARES

Mountain Rides board of directors considered many factors when setting the FY2016 budget. With the confirmation of federal funding for operations locked in through FY2018, MRTA is able to plan and expand service in FY2016 and beyond. MRTA will be cautious to only expand service that is sustainable; increasing and then decreasing service leads to reduced ridership as a result of inconsistency and confusion surrounding schedules.

The local funding picture has also improved in FY0216. Local partners have experienced growth in tax receipts and as a result have been more generous in their allocation to MRTA. Although these bright spots will have a positive impact on service, Mountain Rides will continue to pursue all possible funding opportunities for capital needs and will tailor its capital improvement plan to potential sources of funds.

When setting fares for the Valley Route and vanpool routes, Mountain Rides has been keenly aware of the potential negative impacts to existing riders if fare rates were to increase, especially in light of low fuel prices. As a result, Mountain Rides has held its fares steady with no fare increases in recent years. In FY2016, in order to compensate for flat funding from the City of Hailey, a fare was introduced on the Hailey route. The discussion about whether routes that are currently free should have a fare charged continues to come up and is anticipated to be a discussion topic for future budgets. Dependent on changes in fuel prices, Mountain Rides may need to evaluate additional changes to fares in the coming years.

CONTACTING FINANCIAL MANAGEMENT

This financial report is designed to provide all Blaine County citizens and taxpayers, Mountain Rides' customers, and its financial partners with a general overview of its finances and to show accountability for the money it receives. If you have questions about this report or need additional financial information, contact Jason Miller, Executive Director at (208) 788-7433 or Jason@mountainrides.org

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Statement of Net Position
at September 30, 2016

<u>ASSETS</u>	<u>Governmental Activities</u>
Current Assets:	
Cash and Deposits	\$ 647,154
Accounts Receivable	1,782
Federal Grants Receivable	83,960
Inventories	<u>133,235</u>
Total Current Assets	\$ 866,131
Non-Current Assets:	
Land	210,000
Construction in Progress	0
Buildings and Improvements	4,158,528
Vehicles and Equipment	<u>4,487,925</u>
Totals	8,856,453
Accumulated Depreciation	<u>(3,607,756)</u>
Total Non-Current Assets	<u>5,248,697</u>
Total Assets	\$ <u><u>6,114,828</u></u>
<u>LIABILITIES</u>	
Current Liabilities:	
Accounts Payable	\$ 59,732
Payroll Liabilities	<u>4,471</u>
Total Current Liabilities	\$ 64,203
Long-term Liabilities:	
Compensated Absences	<u>39,608</u>
Total Liabilities	<u>103,811</u>
<u>NET POSITION</u>	
Invested in Capital Assets - net of related debt	5,248,697
Unrestricted	<u>762,320</u>
Total Net Position	\$ <u><u>6,011,017</u></u>

The accompanying notes are a part of these financial statements.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Statement of Activities
For the Year Ended September 30, 2016

<u>Activities:</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
		<u>Fees, Fines, and Charges for Services</u>	<u>Capital Grants and Contributions</u>	
Governmental:				
General OperationsGovernment	\$ 3,224,003	\$ 447,511	\$ 1,179,645	\$ (1,596,847)
Special Services:				
Capital Projects			981,075	981,075
Work Force Housing	<u>16,492</u>	<u>30,598</u>		<u>14,106</u>
Total MRTA	<u>\$ 3,240,495</u>	<u>\$ 478,109</u>	<u>\$ 2,160,720</u>	<u>(601,666)</u>

General Revenues:

Local Government Funding	1,198,000
Private Donations	
Other General Revenues	6,752
Interest Income	2,135
Gain (Loss) on Disposition of Assets	14,975
Miscellaneous	<u>0</u>
Total general revenues and transfers	<u>1,221,862</u>
Changes in net assets	620,196
Net Position - Beginning	<u>5,390,821</u>
Net Position - Ending	<u>\$ 6,011,017</u>

The accompanying notes are a part of these financial statements.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Balance Sheet
Governmental Funds
for the year ended September 30, 2016

	<u>General Fund</u>	<u>Capital Reserve Fund</u>	<u>Work Force Housing Fund</u>	<u>Total</u>
ASSETS:				
Cash and Cash Deposits	\$ 529,816	\$ 109,843	\$ 7,495	\$ 647,154
Accounts Receivable	1,782			1,782
Federal Grants Receivable	59,830	24,130		83,960
Due From Other Funds				0
	<hr/>	<hr/>	<hr/>	<hr/>
Total Assets	\$ <u>591,428</u>	\$ <u>133,973</u>	\$ <u>7,495</u>	<u>732,896</u>
LIABILITIES:				
Accounts Payable	52,144	4,132	3,456	59,732
Accrued Payroll Expenses	4,471			4,471
Due To Other Funds	0			0
	<hr/>	<hr/>	<hr/>	<hr/>
Total Liabilities	<u>56,615</u>	<u>4,132</u>	<u>3,456</u>	<u>64,203</u>
FUND BALANCE:				
Non-spendable				0
Restricted				0
Committed		129,841		129,841
Assigned	215,872		4,039	219,911
Unassigned	318,941			318,941
	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Balance	<u>534,813</u>	<u>129,841</u>	<u>4,039</u>	<u>668,693</u>
Total Liabilities and Fund Balance	\$ <u>591,428</u>	\$ <u>133,973</u>	\$ <u>7,495</u>	\$ <u>732,896</u>

Amounts reported for governmental activities in the Statement of Net Assets (page 3)
are different because:

Governmental fund capital assets are not financial resources and therefore
are not reported in the funds. The cost of assets is \$ 8,856,453
and the accumulated depreciation is \$ 3,607,756

5,248,697

Inventory

133,235

Compensated absences

(39,608)

Net Position of Governmental Funds

\$ 6,011,017

The accompanying notes are a part of these financial statements.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
for the year ended September 30, 2016

	<u>General Fund</u>	<u>Capital Reserve Fund</u>	<u>Work Force Housing Fund</u>	<u>Totals</u>
REVENUE:				
Federal Funding	\$ 1,173,307	\$ 891,075	\$	\$ 2,064,382
State Funding	6,338			6,338
Local Funding	1,018,300	179,700		1,198,000
Fare Revenues	361,254			361,254
Charter Bus and Bike Share Revenue	24,366			24,366
Workforce Housing Revenue			30,598	30,598
Advertising	61,891			61,891
Interest Income	1,532	563	40	2,135
Proceeds on Sale of Assets		20,190		20,190
Other Revenues	6,752			6,752
Total Revenue	<u>2,653,740</u>	<u>1,091,528</u>	<u>30,638</u>	<u>3,775,906</u>
EXPENDITURES:				
Wages and Benefits	1,766,285			1,766,285
Fuel	177,645			177,645
Repairs and Maintenance	229,264		11,080	240,344
Rent and Utilities	42,497		5,412	47,909
Contracted Services	34,888			34,888
Marketing and Promotion	85,218			85,218
Insurance	112,454			112,454
Capital Expenditures	11,407	1,527,812		1,539,219
Supplies	20,494			20,494
Travel and Training	14,876			14,876
Printing and Reproduction	12,019			12,019
Communication Expense	19,144			19,144
Total Expenditures	<u>2,526,191</u>	<u>1,527,812</u>	<u>16,492</u>	<u>4,070,495</u>
EXCESS REVENUE (EXPENDITURES)	127,549	(436,284)	14,146	(294,589)
OTHER FINANCING SOURCES (USES):				
Operating transfers from other funds	80,000	237,000		317,000
Operating transfers (to) other funds	<u>(237,000)</u>	<u>(40,000)</u>	<u>(40,000)</u>	<u>(317,000)</u>
NET CHANGE IN FUND BALANCES	(29,451)	(239,284)	(25,854)	(294,589)
FUND BALANCE - BEGINNING	<u>564,264</u>	<u>369,125</u>	<u>29,893</u>	<u>963,282</u>
FUND BALANCE - ENDING	<u>\$ 534,813</u>	<u>\$ 129,841</u>	<u>\$ 4,039</u>	<u>\$ 668,693</u>

The accompanying notes are a part of these financial statements.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Statement of Activities
for the year ended September 30, 2016

Net Change in Fund Balance - Total Governmental Funds (Page 12)	\$ (294,589)
<p>Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.</p>	
This is the amount of current year depreciation.	(566,265)
This is the amount of new assets paid in the Government Funds.	1,509,626
This is the amount of gain on disposal of Governmental Fund assets.	14,975
This is the amount of proceeds on the sale of assets included in the change in the Net Change in Fund Balance	(20,190)
Change in inventory is not included in the governmental fund statements	(27,143)
<p>Liability for personal leave days are not recorded in Governmental Funds.</p>	
This is decrease in compensated leave during the year	3,782
Change in Net Position of Governmental Activities (Page 10)	\$ <u>620,196</u>

The accompanying notes are a part of these financial statements.

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Introduction

The Mountain Rides Transportation Authority (MRTA) is a local government entity created by a joint powers agreement between Blaine County and the Cities of Ketchum, Sun Valley, Hailey, and Bellevue – as prescribed under Idaho code. MRTA was formerly known as the Ketchum-Sun Valley Public Transit Authority. MRTA serves transportation needs in the Wood River Valley, extending along the valley corridor from Ketchum/Sun Valley on the north to Bellevue on the south.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

Scope of Entity

The Authority's financial statements include the accounts of all operations under the oversight authority of the Board. Oversight responsibility is derived from the governmental unit's authority and includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters. Based on the foregoing criteria, no component units are included in the Authority's financial statements.

Basis of Accounting/Measurement Focus

The accounts of MRTA are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, reserves, fund balance, revenues, and expenditures. MRTA has a general operating fund, a capital reserve fund, and a work force housing fund.

Government-wide Financial Statements:

The statement of net position and the statement of activities display information about the Authority as a whole. These statements include the financial activities of the Authority.

The statement of net position presents the financial condition of the governmental activities of the Authority at year-end. The statement of activities presents a comparison between direct expenses and program revenues for each activity. Direct expenses are those that are specifically associated with a service, program, or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program. Revenues that are not classified as program revenues are presented as general revenues of the Authority. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the Authority.

Fund Financial Statements:

Governmental funds are accounted for using the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheet. Under modified accrual basis of accounting, revenues are recognized when they become both measurable and available. Available for purposes of revenue recognition is defined as sixty days. Revenue sources susceptible to accrual include advertising, charter, state, federal and intergovernmental revenues. Expenditures are recognized when the related fund liability is incurred. Exceptions to this general rule include the accrual of payroll and related payroll liabilities.

Capitalizing Assets

Tangible and/or intangible assets used in operations with an initial useful life that extends beyond one year are capitalized. Capital assets are recorded at their historical cost and are depreciated using the straight-line method of depreciation over their estimated useful lives. They are reported net of accumulated depreciation on the Statements of Net Position. The Authority has established a capitalization threshold of items costing in excess of \$5000.

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Note 1 - Continued

Depreciation of buildings, buses, and machinery and equipment is computed using the straight-line method over the following estimated useful lives:

Buildings and Improvements	20-40 Years
Buses	10-12 Years
Machinery and Equipment	5-15 Years

Restricted Net Assets

Restricted net assets are those for which a constraint has been imposed either externally or by law. MRTA recognized the use of restricted resources or expenditures that comply with the specific restrictions. Restricted resources are exhausted before unrestricted net assets are used.

Budgets and Budgetary Accounting

Annual appropriated budgets are adopted for each fund before October 1 of each year in accordance with Idaho code. The budgets are prepared in accordance with the modified accrual basis of accounting. Budgeted amounts shown are as originally adopted and as amended by MRTA.

Cash and Cash Equivalents

MRTA's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with maturities of less than 90 days.

Investments

State statutes authorize MRTA to invest in obligations of U.S. Treasury, commercial paper, corporate bonds and repurchase agreements, and the Idaho State Treasurer Local Government Investment Pool. All investments of MRTA are placed in the State Investment Pool and stated at fair value as provided by the Pool.

Inventories

Inventory is valued at cost using the first in, first out method. Inventory consists of expendable supplies held for future consumption or capitalization. The cost is recorded as an expense as inventory items are consumed and is reflected in the government-wide financial statements only. Inventory items are reported as expenditures in the fund statements when purchased.

NOTE 2 – CASH AND CASH DEPOSITS

Cash and cash deposit balances at September 30, 2016:

	<u>Book Balance</u>	<u>Bank Balance</u>
Petty cash/undeposited funds	\$ 100	\$ 0
Mountain West Bank checking accounts (FDIC Insured)	129,640	106,891
State of Idaho Local Govt Investment Pool	<u>517,414</u>	<u>517,414</u>
Total Cash/Cash Deposit	<u>\$ 647,154</u>	<u>\$ 624,306</u>

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Note 2 - Continued

Investments in the Local Government Investment Pool are valued at the fair value. The Local Government Investment Pool is managed by the State of Idaho Treasurer's office. The funds of the pool are invested in certificates of deposit, repurchase agreements, and U.S. government securities. The certificates of deposit are federally insured. The U.S. government securities and the collateral for the repurchase agreements are held in trust by a safekeeping bank.

Risk Exposure

Interest Rate Risk – MRTA does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – MRTA has no formal investment policy which would further limit its investment choices beyond those stated in the Idaho Code.

Concentration of Credit Risk – MRTA places no formal limits on the amount the Treasurer may invest in any one issuer.

Custodial Credit Risk, Deposits – Custodial credit risk is the risk that funds would be lost in the event of bank failure. MRTA does not have a formal deposit policy to limit custodial credit risk.

NOTE 3 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2016, is as follows:

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Governmental Activities:				
Land	\$ 210,000	\$	\$	\$ 210,000
Construction in Progress	1,037,541	1,022,209	(2,059,750)	0
<i>Capital Assets being depreciated:</i>				
Buildings and Improvements	2,092,525	2,066,003		4,158,528
Vehicles	4,360,900	481,164	(463,527)	4,378,537
Office Equipment	29,924			29,924
Shop Equipment	79,464			79,464
Total	<u>7,810,354</u>	<u>3,569,376</u>	<u>(2,523,277)</u>	<u>8,856,453</u>
Less: Accumulated Depreciation:				
Buildings and Improvements	(792,941)	(107,776)		(900,717)
Vehicles	(2,641,642)	(450,638)	458,312	(2,633,968)
Office Equipment	(16,647)	(4,067)		(20,714)
Shop Equipment	(48,573)	(3,784)		(52,357)
Total Accumulated Depreciation	<u>(3,499,803)</u>	<u>(566,265)</u>	<u>458,312</u>	<u>(3,607,756)</u>
Governmental capital assets, net	<u>\$ 4,310,551</u>	<u>\$ 3,003,111</u>	<u>\$ (2,064,965)</u>	<u>\$ 5,248,697</u>

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

NOTE 4 – ACCRUED COMPENSATED ABSENCES

This amount includes personal leave time earned by employees, but not used as of fiscal year end.

NOTE 5 – EMPLOYEE RETIREMENT PLAN

MRTA has a noncontributory defined contribution pension plan covering substantially all employees who have been employed for the lesser of twelve months or 1,000 hours. MRTA's contributions are made at the discretion of the board of directors. Vesting of accrued benefits occurs at the rate of 20% after two years of service, plus 20% for each year of service, thereafter. Contributions to the plan for the years ended September 30, 2016, 2015 and 2014 were \$105,618, \$101,056 and \$84,309, respectively.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

MRTA receives a significant portion of its support from the cities of Ketchum and Sun Valley. Should the cities decrease their share of participation, MRTA would be forced to find other sources of revenue or make a significant reduction in services.

NOTE 7 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year, the Authority contracted with Idaho County Risk Management Program (ICRMP) for property, crime and fleet insurance and the State Insurance Fund for workman's compensation. Under the terms of the ICRMP policy, the Authority's liability is limited to the amount of annual financial membership contributions, including a per occurrence deductible. There has been no significant reduction in insurance coverage in the current year. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

NOTE 8 – ENVIRONMENTAL FACTORS

MRTA owns land and facilities to provide repair and maintenance of their transportation equipment. These items carry a responsibility for environmental issues, which, if violated, would be a liability to MRTA. There has been no environmental study to determine the existence of any such liabilities.

NOTE 9 – SUBSEQUENT EVENTS

Subsequent events were evaluated through the date of the auditor's report, which is the date the financial statements were available to be issued.

**REQUIRED
SUPPLEMENTARY INFORMATION**

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- General Fund
for the year ended September 30, 2016

	<u>Original and Final Budget Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
REVENUE:			
Federal Funding	\$ 1,046,000	\$ 1,173,307	\$ 127,307
State Funding	5,000	6,338	1,338
Local Funding	1,018,300	1,018,300	0
Fare Revenues	375,000	361,254	(13,746)
Charter Bus and Bike Share Revenue	23,000	24,366	1,366
Workforce Housing Revenue			0
Advertising	65,000	61,891	(3,109)
Interest Income	100	1,532	1,432
Proceeds on Sale of Assets			0
Other Revenues	<u>6,267</u>	<u>6,752</u>	<u>485</u>
Total Revenue	<u>2,538,667</u>	<u>2,653,740</u>	<u>115,073</u>
EXPENDITURES:			
Wages and Benefits	1,730,258	1,766,285	(36,027)
Fuel	225,000	177,645	47,355
Repairs and Maintenance	218,500	229,264	(10,764)
Rent and Utilities	38,500	42,497	(3,997)
Contracted Services	41,000	34,888	6,112
Marketing and Promotion	87,500	85,218	2,282
Insurance	111,000	112,454	(1,454)
Capital Expenditures	14,000	11,407	2,593
Supplies	21,900	20,494	1,406
Travel and Training	21,500	14,876	6,624
Printing and Reproduction	12,500	12,019	481
Communications	<u>17,500</u>	<u>19,144</u>	<u>(1,644)</u>
Total Expenditures	<u>2,539,158</u>	<u>2,526,191</u>	<u>12,967</u>
EXCESS REVENUE (EXPENDITURES)	(491)	127,549	128,040
OTHER FINANCING SOURCES (USES):			
Operating transfers from other funds	94,800	80,000	(14,800)
Operating transfers (to) other funds	<u>(135,000)</u>	<u>(237,000)</u>	<u>(102,000)</u>
NET CHANGE IN FUND BALANCES	(40,691)	(29,451)	11,240
FUND BALANCE - BEGINNING	<u>564,264</u>	<u>564,264</u>	<u>0</u>
FUND BALANCE - ENDING	<u>\$ 523,573</u>	<u>\$ 534,813</u>	<u>\$ 11,240</u>

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- Capital Reserve Fund
for the year ended September 30, 2016

	<u>Original and Final Budget Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
REVENUE:			
Federal Funding	\$ 1,030,000	\$ 891,075	\$ (138,925)
State Funding			0
Local Funding	179,700	179,700	0
Fare Revenues			0
Charter Bus and Bike Share Revenue			0
Workforce Housing Revenue			0
Advertising			0
Interest Income	125	563	438
Proceeds on Sale of Assets	25,000	20,190	(4,810)
Other Revenues			0
	<u>1,234,825</u>	<u>1,091,528</u>	<u>(143,297)</u>
Total Revenue			
EXPENDITURES:			
Wages and Benefits			0
Fuel			0
Repairs and Maintenance			0
Rent and Utilities			0
Contracted Services			0
Marketing and Promotion			0
Insurance			0
Capital Expenditures	1,706,657	1,527,812	178,845
Supplies			0
Travel and Training			0
Printing and Reproduction			0
Miscellaneous			0
	<u>1,706,657</u>	<u>1,527,812</u>	<u>178,845</u>
Total Expenditures			
EXCESS REVENUE (EXPENDITURES)	(471,832)	(436,284)	35,548
OTHER FINANCING SOURCES (USES):			
Operating transfers from other funds	177,901	237,000	59,099
Operating transfers (to) other funds		(40,000)	(40,000)
	<u>177,901</u>	<u>197,000</u>	<u>19,901</u>
NET CHANGE IN FUND BALANCES	(293,931)	(239,284)	54,647
FUND BALANCE - BEGINNING	<u>369,125</u>	<u>369,125</u>	<u>0</u>
FUND BALANCE - ENDING	\$ <u><u>75,194</u></u>	\$ <u><u>129,841</u></u>	\$ <u><u>54,647</u></u>

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- Work Force Housing Fund
for the year ended September 30, 2016

	<u>Original and Final Budget Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
REVENUE:			
Federal Funding	\$	\$	\$ 0
State Funding			0
Local Funding			0
Fare Revenues			0
Charter Bus and Bike Share Revenue			0
Workforce Housing Revenue	30,700	30,598	(102)
Advertising			0
Interest Income	25	40	15
Proceeds on Sale of Assets			0
Other Revenues			0
	<u> </u>	<u> </u>	<u> </u>
Total Revenue	<u>30,725</u>	<u>30,638</u>	<u>(87)</u>
EXPENDITURES:			
Wages and Benefits			0
Fuel			0
Repairs and Maintenance	8,565	11,080	(2,515)
Rent and Utilities	5,000	5,412	(412)
Contracted Services			0
Marketing and Promotion			0
Insurance			0
Capital Expenditures			0
Supplies			0
Travel and Training			0
Printing and Reproduction			0
Miscellaneous			0
	<u> </u>	<u> </u>	<u> </u>
Total Expenditures	<u>13,565</u>	<u>16,492</u>	<u>(2,927)</u>
EXCESS REVENUE (EXPENDITURES)	17,160	14,146	(3,014)
OTHER FINANCING SOURCES (USES):			
Operating transfers from other funds			0
Operating transfers (to) other funds	(20,000)	(40,000)	(20,000)
	<u> </u>	<u> </u>	<u> </u>
NET CHANGE IN FUND BALANCES	(2,840)	(25,854)	(23,014)
FUND BALANCE - BEGINNING	<u>29,893</u>	<u>29,893</u>	<u>0</u>
FUND BALANCE - ENDING	\$ <u>27,053</u>	\$ <u>4,039</u>	\$ <u>(23,014)</u>

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY
BLAINE COUNTY, IDAHO**

**Schedule of Expenditures of Federal Awards
for the year ended September 30, 2016**

Federal Grantor/Pass-through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Expenditures During Audit Period	Totals
<i>Highway Planning and Construction - Cluster</i>			
U.S. Department of Transportation:			
Highway Planning and Construction	20.205	\$ 13,569	
Total			\$ 13,569
<i>Transit Services Programs - Cluster</i>			
U.S. Department of Transportation:			
Job Access and Reverse Commute Program	20.516	21,699	
New Freedom Program	20.521	67,401	
Total			89,100
<i>Federal Transit - Cluster</i>			
U.S. Department of Transportation:			
Bus and Bus Facilities Formula Program	20.526	891,075	
Total			891,075
<i>Other Programs</i>			
U.S. Department of Transportation:			
Formula Grants for Rural Areas	20.509	1,070,638	
Total			1,070,638
Total All Programs			\$ 2,064,382

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY
BLAINE COUNTY, IDAHO**

**Schedule of Expenditures of Federal Awards
for the year ended September 30, 2016**

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Mountain Rides Transportation Authority. The Information in this Schedule is presented in accordance with the requirements of Title 2 U.S.Code of Federal Regulations Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Mountain Rides Transportation Authority, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Authority.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 - DE MINIMIS INDIRECT COST RATE

The Mountain Rides Transportation Authority has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

The examination of the records of the Mountain Rides Transportation Authority for the year ended September 30, 2015 revealed no areas of comments, findings or questioned costs.

SUMMARY SCHEDULE OF FINDINGS AND QUESTIONED COSTS

The examination of the records of the Mountain Rides Transportation Authority for the year ended September 30, 2016 revealed no areas of comments, findings or questioned costs.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Year Ended September 30, 2016

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section 1 – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

___ yes X No

Significant deficiencies identified that are
not considered to be material weakness(es)

___ yes X None reported

Noncompliance material to financial statements
noted?

___ yes X No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

___ yes X No

Significant deficiencies identified that are
not considered to be material weakness(es)

___ yes X None reported

Type of auditor's report issued on compliance
for major programs: Unmodified

Any audit findings disclosed that are required
to be reported in accordance with section
510(a) of Circular A-133?

___ yes X No

Identification of major programs:

Federal Transit Cluster

Federal CFDA Number

U.S. Department of Transportation
Bus and Bus Facilities Formula Program

20.526

Other Programs

U.S. Department of Transportation

20.509

Dollar threshold used to distinguish
between type A and type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

X Yes ___ no

Section II – Financial Statement Findings

No significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements were reported.

Section III – Federal Award Findings and Questioned Costs

No significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements were reported.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

December 31, 2016

Board of Directors
Mountain Rides Transportation Authority
Ketchum, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Mountain Rides Transportation Authority (Authority), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 31, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report Continued—

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Dennis R. Brown". The signature is fluid and cursive, with the first name "Dennis" being more prominent.

DENNIS R. BROWN
Certified Public Accountant
Twin Falls, Idaho



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

December 31, 2016

Board of Directors
Mountain Rides Transportation Authority
Ketchum, Idaho

Report on Compliance for Each Major Federal Program

We have audited the Mountain Rides Transportation Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Mountain Rides Transportation Authority's major federal programs for the year ended September 30, 2016. Mountain Rides Transportation Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Mountain Rides Transportation Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Mountain Rides Transportation Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Mountain Rides Transportation Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Mountain Rides Transportation Authority, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance.

Report on Internal Control over Compliance

Management of the Mountain Rides Transportation Authority, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Mountain Rides Transportation Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Mountain Rides Transportation Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



DENNIS R. BROWN
Certified Public Accountant
Twin Falls, Idaho

Mountain Rides Agenda Action Item Summary

Date: 01/18/2016 From: Ben Varner

Action Item: 5b. Declaration of Surplus Property

Committee Review: ☐ yes ☒ no Committee Purview: Finance & Performance

Previously discussed at board level: ☒ yes ☐ no

Recommended Motion: I move to approve (or reject) the sale of MRTA Van #28 per MRTA property disposal policy.

Fiscal Impact: Projected revenue included in FY 2017 Budget

Related Policy or Procedural Impact: MRTA Property Disposal Policy

Background: MRTA received a new commuter van in November 2016 that is now in service in the vanpool. Generally, as new vans are purchased, an older van is sold via sealed bid.

Van #28 has far exceeded its FTA recommended useful life both in time and mileage. It is a 2011 model with over 168,000 miles.

Revenue from this sale in excess of \$5,000 is required to be reinvested into public transportation, per FTA policy. This revenue will be put towards the purchase of our next commuter van.



Declaration of Surplus Property

The following Mountain Rides Transportation Authority property:

2011 Ford Van (Van #28) Vin: 1FDSS3BL0BDA55440 Mileage:168,800 Min. Bid: \$7,500

Has been deemed surplus property, and is recommended to be sold by Public Notice for a two week period to solicit sealed bids at the above minimum prices.

In the event sealed bids are not received, the vehicle may be sold in any other appropriate manner, per Mountain Rides Transportation Authority policy.

By: _____ Date: _____

Ben Varner, Maintenance and Facilities Manager

By: _____ Date: _____

Jason Miller, Executive Director

By: _____ Date: _____

Jane Conard, Board Chair

Mountain Rides Agenda Action Item Summary

Date: 01/18/2017 From: Ben Varner

Action Item: 5c. Board Approval to Exercise Option to Purchase Commuter Van from Corwin Ford.

Committee Review: ☒ yes ☐ no Committee Purview: Finance & Performance

Previously discussed at board level: ☒ yes ☐ no

Recommended Motion: I move to approve (or reject) exercising an option to purchase a commuter van from Corwin Ford. The Board authorizes the Executive Director to execute this purchase in an amount not to exceed \$41,500.

Fiscal Impact: FY 2017 Capital Budget

Related Policy or Procedural Impact: MRTA Policy 101 Procurement

Background: Last July, MRTA sent out bid packages for a commuter van purchase including two options. One van was ordered and delivered in November 2016. This van needs to be ordered soon as delivery is needed around May 1 and expected turn-around is 90-120 days.

This purchase is included in the Board Approved FY2017 Budget and Capital Purchasing Plan.



Authorization to Exercise Option to Purchase Vanpool Van

January 18, 2016

Mountain Rides Transportation Authority Board of Directors authorizes staff to execute a purchase option from RFP 07202016. Executive Director is authorized to purchase one 2017 Ford Medium Roof Passenger Van from Corwin Ford in an amount not to exceed \$41,500.00.

Jason Miller, Executive Director

Date

Jane Conard, Board Chair

Date

Mountain Rides Agenda Action Item Summary

<u>Date:</u>	<input type="text" value="01/18/2017"/>	<u>From:</u>	<input type="text" value="Jason Miller"/>
<u>Action Item:</u>	<input type="text" value="5d. Approve submission of Federal Transit Administration's 2017 Certifications and Assurances (C&As)"/>		
<u>Committee Review:</u>	<input type="radio"/> yes <input checked="" type="radio"/> no	<u>Committee Purview:</u>	<input type="text" value="Both Committees"/>
<u>Previously discussed at board level:</u>	<input checked="" type="radio"/> yes <input type="radio"/> no		
<u>Recommended Motion:</u>	<input type="text" value="I move to approve the submission of the annual certifications and assurances for 2017, as required by the Federal Transit Administration"/>		
<u>Fiscal Impact:</u>	<input type="text" value="Compliance costs inherent in adopted budget"/>		
<u>Related Policy or Procedural Impact:</u>	<input type="text" value="All Mountain Rides policies and procedures must comply"/>		
<u>Background:</u>	<input type="text" value="With receipt of significant federal funding comes significant rules and regulations. Mountain Rides is required to acknowledge the certifications and assurances and master agreement (both attached) annually, as part of the requirements of receiving federal funding. Mountain Rides is subject to almost all of the certifications shown on page 45 of the certification and assurance document, EXCEPT: 11, 14, 17, 20, 21, and 22."/>		

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.E.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will 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.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.E.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

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- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
- (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
 - (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 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.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

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- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
 - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
 - (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

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- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the 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 Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits 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 assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation

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- system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
 - l. It will comply with all other federal laws, regulations, and requirements that apply.
 - m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
- 2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

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- (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
- 3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its 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 laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.
 - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 06. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, 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 lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

09.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

09.C. State Safety Oversight Requirements.

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
 - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the

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Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- g. It has made or will make the final list of Projects for which an Award is sought available to the public.
- 7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
- 8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
- 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
- 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

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CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
 - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
 - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

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As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

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On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. 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.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. 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,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

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under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and

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- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
 - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. Will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

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- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of 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 its performance,
 - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

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1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. _____)

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by
the Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008,
or other federal laws that FTA administers.**

**FTA MA(23)
October 1, 2016**

<http://www.transit.dot.gov>

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit) for a specific Award authorized by:

1. Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation that may be enacted,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
2. Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2017.
3. Title 23, United States Code (Highways).
4. Other federal legislation that FTA administers, as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

1. FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program,
2. FTA Cooperative Agreement, or

3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of the Master Agreement and Compliance

- a. The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- b. To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- c. FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- d. FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided the Master Agreement into the “Preface,” “Generally Applicable Provisions,” and “Special Provisions for Specific Programs.”
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of the Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient’s legal status as a “state,” “state instrumentality,” a “local government,” a federally recognized Indian Tribe (Indian Tribe), a “private nonprofit entity,” a “private for-profit entity,” or an individual.
- e. As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- f. Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that

provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.

- g. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

- a. List of Definitions. In addition to the definitions provided in 49 U.S.C. § 5302, as amended by the FAST Act, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:
 - (1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in in FTA's electronic award management system.
 - (2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
 - (3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project that is designed to enhance public transportation service or use and that is physically or functionally related to transit facilities.
 - (4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
 - (5) *Award Budget [formerly, Approved Project Budget]* means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the

FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the “Award Budget” to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.

- (6) *Common Rules* means any one or more of the following:
 - (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 200,
 - (b) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 C.F.R. part 18, and
 - (c) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 C.F.R. part 19.
- (7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:
 - (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA’s electronic award management system;
 - (b) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy,
 - 1 The most recent “Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement, <http://www.transit.dot.gov>,
 - 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - 3 Any Award notification containing special conditions or requirements if issued, and
 - (c) The Execution of the Cooperative Agreement by the Recipient.
- (9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in

population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.

- (10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
- (11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.
- (12) *Federal Award Identification Number* has the same meaning as “Project No.” in previous Grant Agreements and Cooperative Agreements with FTA.
- (13) *Federal Government* means the United States of America and any of its executive departments or agencies.
- (14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a “federal requirement” and applies to entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:
 - (a) Federal directive,
 - (b) Federal circular,
 - (c) Federal order,
 - (d) Federal published policy,
 - (e) Federal administrative practice,
 - (f) Federal guideline,
 - (g) Federal guidance document,
 - (h) Letter signed by an authorized federal official, or
 - (i) Similar document.
- (15) *Federal Requirement* means:
 - (a) An applicable federal law, regulation, or executive order,
 - (b) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award,
 - (c) This Master Agreement,
 - (d) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement, or
 - (e) Another applicable federal mandate.
- (16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the “Urban Mass Transportation Administration” (also referred to as “UMTA”) refers to the “Federal Transit Administration” or “FTA” when appearing in any records of the United States.
- (17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

- (18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.
- (19) *Fiscal Year*, as used in this Master Agreement, means “federal fiscal year,” which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.
- (20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.
- (21) *Grant Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:
- (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA’s electronic award management system;
 - (b) The Terms and Conditions incorporated by reference and made part of the Grant Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy:
 - 1 The most recent “Federal Transit Administration Master Agreement, which applies to this Grant Agreement, <http://www.transit.dot.gov>,
 - 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - 3 Any Award notification containing special conditions or requirements if issued, and
 - (c) The Execution of the Grant Agreement by the Recipient.
- (22) *Indian Tribe* means the Recipient or Subrecipient that receives “Tribal Transit Program” assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.
- (23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.

- (24) *Local Government Authority* includes: (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.
- (25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
- (26) *Master Credit Agreement* means a Loan, Loan Guarantee, or Line of Credit made available to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, the type of Underlying Agreement used for a TIFIA loan, loan, or loan guarantee.
- (27) *Non-Federal Funds or Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
- (a) Local funds,
 - (b) Local in-kind property or services,
 - (c) State funds,
 - (d) State in-kind property or services,
 - (e) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.
- (28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.
- (29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
- (30) *Public Transportation*, has the same meaning as “transit” or “mass transportation,” and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
- (a) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243,
 - (b) Intercity bus service,
 - (c) Charter service,
 - (d) School bus service.
 - (e) Sightseeing service,
 - (f) Courtesy shuttle service for patrons of one or more specific establishments, or

- (g) Intra-terminal or intra-facility shuttle services.
- (31) *Recipient or Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
- (32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the “scope of work of a Grant Agreement or Cooperative Agreement” when “scope” is used for other purposes. See the latest edition of the FTA Master Agreement.
- (33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C. § 5307, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.
- (34) *Subagreement or Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient’s or Subrecipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
- (35) *Subrecipient or Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
- (36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
- (37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
- (38) *Third Party Participant* means each participant in the Recipient’s Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar

Participant in the Recipient's Project (for example, a partner in a joint development venture).

- (39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.
- (40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, Other Agreement, or Master Credit Agreement, including any amendments thereto, supported with federal assistance appropriated or made available under the TIFIA program.
- (41) *Unique Entity Identifier* has two meanings:
 - (a) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number, but,
 - (b) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
- (42) *Waiver* has the same meaning as the definition of *Approval* in this section of this Master Agreement.

- b. Application of Definitions. The Recipient also agrees that the definitions in section 2.a above apply throughout this Master Agreement.

Section 3. Implementation.

- a. Effective Date. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- b. Description of Each Project. The "Description of Each Project" in the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- c. Prompt Implementation. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- d. Completion Dates. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement. Unless FTA determines otherwise in writing, the

milestone dates and other completion dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

- e. The Recipient's Capacity. To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:
 - (a) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement,
 - (b) Use the Project property,
 - (c) Carry out the safety and security aspects of the Underlying Agreement,
 - (d) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements, and
 - (e) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
 - (2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:
 - (a) Amendments or revisions to its Award Budget,
 - (b) Salaries and wages of the Recipient and Subrecipient personnel,
 - (c) Protection of personally identifiable information and other sensitive information, and
 - (d) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- f. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the following U.S. DOT requirements (Common Rules) to the extent applicable:
 - (1) Requirements Applicable On or After December 26, 2014: The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:
 - (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization, and
 - (b) Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, and Subparts A through E of U.S. OMB

regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 200, apply to a private for-profit entity; notably, the Cost Principles of subpart 31.2 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

- (2) Requirements Applicable Before December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:
- (a) For a state, local government, or Indian tribal government, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 C.F.R. part 18,
 - (b) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” former 49 C.F.R. part 19, or
 - (c) For a private for-profit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 C.F.R. part 19.

- g. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Underlying Agreement, or this Master Agreement. At the time the FTA Authorized Official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement.

- h. The Recipient’s Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Underlying Agreement:

- (1) General. The Recipient agrees that it must comply with all federal requirements that apply to itself and the Underlying Agreement.
- (2) Primary Responsibility for Compliance.
 - (a) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - 1 A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto, or
 - 2 Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (b) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not

responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in FTA's Transit Award Management System (TrAMS), including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

- (c) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.

i. The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.

In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:

- (1) General. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
- (2) The Recipient as a "Pass-Through" Entity. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.
- (3) Performance of the Recipient's Responsibilities. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
- (4) Risk. As provided in 2 C.F.R. part 1201, which incorporates by reference 2 C.F.R. part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
- (5) Third Party Agreements. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.
- (6) Notice to Third Party Participants. The Recipient agrees to include notice in each Third Party Agreement that:
 - (a) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and

- (b) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- j. Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
 - (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as a:
 - (a) Change in federal requirements or guidance,
 - (b) Change in state, territorial, local, or tribal requirements,
 - (c) Change in the Recipient's circumstances, including:
 - 1 Its legal, financial, technical, or managerial capacity,
 - 2 Its continuing control of Project property, or
 - 3 Another similar situation, and
 - (d) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or credible evidence that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.
 - (2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Underlying Agreement, or
 - (c) FTA Chief Counsel.
- k. Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements. FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
 - (1) Compliance with State, Territorial, Local or Tribal Requirements. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
 - (a) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements, and
 - (b) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that is in conflict with a federal requirement.
 - (2) When a Conflict Arises. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:

- (a) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (b) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.
- I. No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics.

- a. Standards of Conduct. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement,
 - (b) The immediate family members or partners of those listed above in section 4.a(1)(a) of this Master Agreement, and
 - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4.a(1)(a) and (b) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4.a(1) from:
 - (a) Engaging in any activities involving the Recipient or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest, and
 - (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
 - (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4.a(1) and the Recipient or Subrecipient's Third Party Participants.

- b. Debarment and Suspension. The Recipient agrees to the following:
- (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 - (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.
- c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- d. Lobbying Restrictions. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

- (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.
- e. Political Activity. The Recipient agrees to comply with:
- (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance,
 - (2) U.S. Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 C.F.R. part 151, and
 - (3) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (a) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2), but
 - (b) Notwithstanding the preceding section 4.g(3)(a) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- f. False or Fraudulent Statements or Claims.
- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 C.F.R. part 31.
 - (b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification,

assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

g. Trafficking in Persons.

- (1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - (b) The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that for purposes of this section 4.g:
 - (a) Employee means either: an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
 - (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to, and assures that its Subrecipients will:
 - (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4.g(4) of this Master Agreement, and
 - (b) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4.g(2)(c) of this Master Agreement:

_____ agrees that it and its employees that participate in the Recipient’s Award, may not:

1. *Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,*
 2. *Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or*
 3. *Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*
- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:
- (a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - 1 Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,
 - 2 Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or
 - 3 Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.
 - (b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - 1 Has violated a prohibition described above in section 4.g(4)(a) of this Master Agreement, or
 - 2 Has an employee whose conduct is determined to have violated a prohibition described above in section 4.g(4)(a) of this Master Agreement because that employee's conduct is either:
 - a Associated with performance of the Recipient's Underlying Agreement, or
 - b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (a) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect;

- or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, or
- (b) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with performance in the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4.g(4)(b) and 4.g(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

Section 5. Federal Assistance.

- a. Total Federal Assistance Awarded and Obligated. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.
- b. Basis of Federal Assistance. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto forms the basis on which FTA determines the "Total FTA Amount Awarded and Obligated."
 - (1) "Net Project Cost." The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed on the basis of its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (a) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost,"
 - (b) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated," and
 - (c) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.

- (2) Other Basis for FTA Participation. The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its “Net Project Cost,” as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:
 - (a) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance,
 - (b) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities, and
 - (c) FTA will use the amount stated in the Underlying Agreement as the “Total Award Budget” to calculate the “Total FTA Amount Awarded and Obligated.”
- c. Award Budget. The Recipient agrees that it will prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
 - (1) Restrictions. The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.
 - (2) Amendments to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) Revisions to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.
 - (4) Unexpended Federal Assistance. The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

- a. Amount. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay the eligible costs.
- b. Duty to Obtain. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- c. Permissible Sources. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
 - (1) Undistributed cash surpluses,

- (2) A replacement or depreciation cash fund or reserve, and
 - (3) New capital.
- d. Restricted Sources. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
- (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus,
 - (2) Advertising revenues,
 - (3) Concession revenues,
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization,
 - (5) Third party in-kind contributions,
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e),
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 49 U.S.C. § 120(i),
 - (8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s),
 - (9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204, or
 - (10) Federal assistance derived from other federal laws that permit their funds to be used as the non-federal share.
- e. Prohibited Sources. Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:
- (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award,
 - (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance, or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, or guidance.
- f. Reductions or Refunds.
- (1) Reductions. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then, at the same time, it must reduce the proportionate amount of federal assistance for the Award.
 - (2) Refunds. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then, at the same time, it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

- a. Conditions for Accessing Federal Assistance. In order to seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
- (1) It must execute the Underlying Agreement and any Amendments thereto,
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award,
 - (3) It must identify all sources of federal assistance from which the payment is derived,
 - (4) It must provide FTA with all financial and progress reports required to date, and
 - (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (a) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided,
 - (b) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement, and
 - (c) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- b. Eligible Costs. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
- (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto,
 - (2) Necessary to carry out the Award,
 - (3) Reasonable for the property or services acquired for use in the Project,
 - (4) The actual net costs, which consists of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income,
 - (5) Incurred for work performed after the Effective Date of the:
 - (a) Award,
 - (b) Pre-award authority that FTA has provided, or
 - (c) Letter of No Prejudice,
 - (6) Satisfactorily documented,
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT common rules, and
 - (8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- c. Ineligible Costs. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:
- (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of

- No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto,
- (2) A cost not included in the most recent Award Budget,
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required,
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h),
 - (5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award, or
 - (6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, or guidance.
- d. Bond Interest and Other Financing Costs – Limited Eligibility. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, and guidance. FTA’s share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing,
- e. Payment Procedures Based on the Type of Federal Assistance Awarded. The Recipient agrees that:
- (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.
 - (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
 - (a) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7.e(3)(b) and (c) of this Master Agreement,
 - (b) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (*see* the following section 7.g of this Master Agreement for more information about payments for cooperative agreements and section 7.g of this Master Agreement for information about accessing and using the DELPHI eInvoicing System), and
 - (c) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (*see* the following section 7.g of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).
- f. Payment Procedures Using ECHO. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the “ECHO Web User Manual For FTA and FAA,” July 2012, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.

- (1) Major Withdrawals. When a single withdrawal will exceed \$50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
- (2) Immediate Use. The Recipient agrees that it will not withdraw federal assistance until actually needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as the Federal Government permits otherwise in writing.
- (3) Limits. The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.
- (4) Control. The Recipient agrees that it will provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (5) Reporting. Unless FTA determines otherwise in writing, the Recipient agrees that it will report its cash payments and balances promptly.
- (6) Penalties. If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:
 - (a) Access to ECHO-Web. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - 1 Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance,
 - 2 The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance,
 - 3 The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time,
 - 4 The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement,
 - 5 The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (*see* sections 7.g.) or
 - 6 For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (*see* section 7.g).
 - (b) Interest. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely, irrespective of whether the federal assistance has been deposited in an interest-bearing account.
 - 1 A State or State Instrumentality. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations,

“Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 C.F.R. part 205.

- 2 Other than a State or State Instrumentality. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the “Treasury tax and loan account” rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.

- (7) ECHO System. If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.

- g. Payment Procedures for a Cooperative Agreement. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.

- (1) Standard Procedures. To make and receive payments through the DELPHI eInvoicing System, the following procedures must be followed:

- (a) Access to the DELPHI eInvoicing System. To access the DELPHI eInvoicing System, the Recipient:

- 1 Must have internet access to register and submit payment requests through the DELPHI eInvoicing System,
- 2 Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval,
- 3 Must complete the required forms that the FAA, Enterprise Service Center’s (ESC) Help Desk uses to verify the Recipient’s identity, and present it to a Notary Public for verification,
- 4 Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125,
and,
- 5 Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.

- (b) Payment Requests. The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.

- (c) Additional Information. The U.S. DOT DELPHI eInvoicing System website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) displays additional information, including access forms and training materials a Recipient may need.
 - (d) Federal Responsibilities. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) Waiver Requests. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.
- (a) The Recipient's Responsibilities. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
 - 1 It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>), and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System,
 - 2 It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov, and
 - 3 If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - a FTAINvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4; 2 of 4; *etc.*), or
 - b DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 269041
Oklahoma City, OK 73125-69041
 - (b) Federal Responsibilities. FTA and U.S. DOT have the following responsibilities:
 - 1 The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - 2 If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.
 - (c) DELPHI eInvoicing System or DELPHI Mark View System. If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
 - 1 It has complied and is complying with the Underlying Agreement,

- 2 It has made and is making adequate progress toward completion of the Award, and
 - 3 It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
 - (d) Reimbursement. After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
- h. Safeguarding Federal Assistance. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
- i. The Recipient's Duty to Pay Eligible Costs. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using federal assistance available provided for the Award and the non-federal share.
- j. Effect of Federal Payments. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, or guidance, or the Underlying Agreement or this Master Agreement.
- k. Revocation of Federal Assistance. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.
- l. Final Cost Determination. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
- m. Closeout. The Recipient agrees that closeout of the Award will not alter:
 - (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions, and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- n. Notification. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.

- o. Recovery of Improper Payments. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.

- p. Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
 - (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (a) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.
 - (b) For each Public Transportation Innovation, Technical Assistance or Workforce Development Project or related activities, the Recipient may add to the Award.
 - (c) The Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
 - (2) After the Award Period. Except as otherwise determined in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (*i.e.*, after the ending date of the final Federal Financial Report).

- q. Profits. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.

- r. Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.
 - (1) The Recipient's Responsibility to Pay. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (a) Excess federal payments for disallowed costs,
 - (b) Refunds due and amounts recovered from third parties or other sources,
 - (c) Federal claims or debts,
 - (d) Interest assessed,
 - (e) Penalties,
 - (f) Administrative charges, or
 - (g) Other amounts it owes the Federal Government.
 - (2) Amount of Interest Due. The amount of interest to be assessed depends on the procedures used to pursue payment:
 - (a) The Debt Collection Act. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701 *et seq.*, to collect claims or debts owed by the Recipient for any reason authorized under that Act

(including excess payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

- (b) Other Collection Processes. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701 *et seq.* to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 C.F.R. part 205.

- s. De-obligation of Federal Assistance. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- a. Records. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
 - (1) Financial Records. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (a) Assets Received that Implement the Award. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to, or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (b) Costs Incurred that Implement the Award. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.

- (c) Program Income. All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.
 - (2) Other Records Needed for Reports Related to the Award. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
 - (3) Formats. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any e-mails related to the Award, records on paper, and records created in other formats.
 - (4) Availability of Records Related to the Award. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- b. Reports. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
- c. National Transit Database. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available for 49 U.S.C. § 5307 or any provision of 49 U.S.C. § 5311(including the Tribal Transit Program):
 - (1) Reporting Requirements. The Recipient agrees to and assures that it will require the public transportation operators participating in its Award, the accompanying Underlying Agreement, and any Amendments thereto:
 - (a) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD),
 - (b) To conform to the NTD reporting system and the Uniform System of Accounts and Records,
 - (c) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. part 630,
 - (d) To report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630,
 - (e) To comply with any other applicable reporting regulations, and requirements, and
 - (f) To follow FTA guidance.
 - (2) Voluntary Compliance. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- d. U.S. OMB Special Reporting Requirements.
 - (1) Authority. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special "award terms" as authorized under federal laws, including:
 - (a) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006,
 - (b) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA, and

- (c) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) Universal Identifier and System for Award Management (SAM). The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Universal Identifier and System for Award Management (SAM),” 2 C.F.R. part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
- (a) Requirements for the System for Award Management (SAM). Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:
- 1 Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or date it receives its final federal payment for the Underlying Agreement, and
 - 2 Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
- (b) Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
- 1 The potential Subrecipient or entity must provide its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient,
 - 2 The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient, and
 - 3 No Subrecipient or entity, as defined below in section 8.d(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient.
- (3) Reporting Subawards and Executive Compensation. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Reporting Subaward and Executive Compensation Information,” 2 C.F.R. part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
- (4) Reporting of First-Tier Subawards. The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB’s Special Reporting Requirements as provided below.
- (a) Where and when to report. The Recipient agrees to report each obligating action described below to <http://www.fsrs.gov>, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, (*for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015*).
- (b) What to report. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at <http://www.usaspending.gov>.

- (c) Reporting Total Compensation of the Recipient's Executives. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
- 1 The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more, and
 - 2 In its preceding fiscal year, the Recipient:
 - a Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts),
 - b Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - c The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
 - 3 The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at <http://www.sam.gov>, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.
 - 4 Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:
 - a Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - b Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts),
 - c The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execino.htm>).

- 5 The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (*for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year*).
 - 6 Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.
 - (5) Other Prospective U.S. OMB Reporting Guidance. U.S. OMB proposed regulatory guidance, "Recipient Integrity and Performance Matters," to be published in 2 C.F.R. part 35, contains a mandatory "award term" that would affect the Recipient's reporting requirements (*for more information, see 17 C.F.R. § 229.402(c)(2)*).
- e. Closeout. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

- a. Types of Records. The Recipient agrees that it will retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Recipient agrees that it will comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.
- c. Access to Recipient and Third Party Participant Records. The Recipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the

Recipient or Third Party Participant within books, records, accounts, or other locations, and

- (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- d. Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

- a. Completion. Within ninety (90) calendar days after completion or termination of the Award, the Recipient agrees to submit:
 - (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425),
 - (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and
 - (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- b. Audit of the Recipient. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
 - (1) Audits Required. It must obtain the following audits:
 - (a) Annual “Single Audit.” A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT “Single Audit” requirements of 2 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement, and
 - (b) Other Audits. Other audits the Federal Government may require.
 - (2) Auditing Standards. It must comply with the “Audit Requirements” of 2 C.F.R. part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) “Government Auditing Standards” in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) Costs of Audits. The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200.
- c. Amounts Owed to the Federal Government. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government’s proportionate part of any amounts it recovers from third parties or other

sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

- d. Closeout. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- a. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Section 12. Civil Rights.

- a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

- b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:
- (1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will:
- (1) Prohibit discrimination on the basis of race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- d. Equal Employment Opportunity.
- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any

- later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
- (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
- (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000

in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.

- (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
- (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (a) Recipient Assurance. The Recipient agrees and assures that:
 - 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,

- 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
 - 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*
- f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
 - (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

- 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194,
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

- j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
 - (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Section 13. Planning.

- a. Standard Planning Provisions. The Recipient agrees to the following:
 - (1) Planning Requirements and Guidance. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:
 - (a) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for Metropolitan Transportation Planning and Programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303,
 - (b) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for statewide transportation planning and programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304, and
 - (c) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient’s federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

- b. Tribal Transit Program Planning Provisions. The Indian Tribe agrees that:
 - (1) Planning Requirements. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

- a. Protections. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:
 - (1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306, and
 - (2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).
- b. Infrastructure Investment. The Recipient agrees to follow the infrastructure investment recommendations of:
 - (1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note, and
 - (2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note.
- c. Joint Development. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b. Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R. part 381, and
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

Section 16. Procurement.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements,
 - (2) To comply with the applicable U.S. DOT Common Rules, and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- b. Full and Open Competition. The Recipient agrees to conduct all of its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.
- c. Exclusionary or Discriminatory Specifications. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.
- d. Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:
 - (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- (3) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. part 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (4) Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (7) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) Debarment and Suspension (Executive Orders Nos. 12549 and 12689)—A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.
- (9) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (10) A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- e. Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation, requirement, or guidance.
- f. In-State Bus Dealer Restrictions. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).
- g. Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.
- h. Project Labor Agreements. As a condition of third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, “Use of Project Labor Agreements for Federal Construction Projects,” February 6, 2009, 41 U.S.C. chapter 39, Refs. & Annos.
- i. Force Account. The Recipient agrees that FTA may determine the extent to which federal assistance may be used to participate in force account costs.
- j. FTA Technical Review. The Recipient agrees that FTA may review and approve the Recipient’s technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.
- k. Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.
- l. National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455, January 8, 2001, and all other applicable federal guidance.
- m. Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), and their implementing regulations.
- n. Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

- (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.
- o. Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees that it will comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).
 - p. Design-Build Projects. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design-build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.
 - q. Award to Other than the Lowest Bidder. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.
 - r. Award to Responsible Third Party Contractors. The Recipient agrees that it will award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
 - s. Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:
 - (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g), and
 - (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
 - t. Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.

- u. Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:
 - (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
 - (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- v. Acquisition by Lease. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act, and FTA regulations, “Capital Leases,” 49 C.F.R. part 639 to the extent those regulations are consistent with federal laws.

Section 17. Patent Rights.

- a. General. The Recipient agrees that:
 - (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery,
 - (2) The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement, or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a(2) of this Master Agreement, the Recipient will notify FTA immediately, and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that:
 - (1) Its rights and responsibilities, and each Third Party Participant’s rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government’s patent rights to FTA, as specified in 35 U.S.C. § 200 *et seq.*, and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- a. Definition of “Subject Data.” As used in this section, “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- b. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - (1) Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient’s own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government’s prior written consent for release.
- c. Federal Rights in Data and Copyrights. The Recipient agrees that:
 - (1) General. It must provide a license to its “subject data” to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government’s license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- d. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA’s purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:
 - (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.

- (2) Other Reports. It must provide other reports related to the Award that FTA may request.
 - (3) Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes “subject data” and must be delivered as the Federal Government may direct.
 - (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient’s use, and acquired with FTA capital program assistance.
- e. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.
- f. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government’s officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- g. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked “Proprietary,” or “Confidential.”

- i. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information the Recipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules,
 - (3) U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

- a. Federal Interest. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.
- b. FTA Requirements and Guidance for Use of Project Property. The Recipient agrees that:
 - (1) Satisfactory Continuing Control. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property. The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.
 - (4) Notification. It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.
 - (5) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- c. General Federal Requirements. The Recipient agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- d. Maintenance. As provided in federal laws, regulations, and requirements, and as provided in federal guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630.
- e. Property Records. The Recipient agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.
- f. Incidental Use.
 - (1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.
 - (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
 - (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment,
 - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
 - (d) Private entities pay all applicable excise taxes on fuel.
- g. Reasonable Access for Private Intercity or Charter Transportation Operators. The Recipient agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- h. Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:
 - (1) Written Transactions. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien,

pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.

- (2) Oral Transactions. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
- (3) Other Actions. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

i. Useful Life of Project Property. The Recipient agrees that:

- (1) Determining the Useful Life. FTA may establish the useful life of Project property,
- (2) Required Use. It will use its Project property continuously and appropriately throughout the useful life of that property,
- (3) Expired Useful Life. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements, and
- (4) Premature Withdrawal. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated on the basis of straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (a) Amount of Federal Interest. The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.
 - (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:
 - 1 It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or
 - 2 With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

j. Calculating the Value of Prematurely Withdrawn Project Property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:

- (1) Equipment and Supplies. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from proper use will be based on the value of that

property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

- (2) Real Property. The Recipient agrees that the fair market value of Project real property shall be determined by:
 - (a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24,
 - (b) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA on the basis of appraisal, or
 - (c) Other applicable federal laws, regulations, and requirements.
 - (3) Exceptional Circumstances. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- k. Insurance Proceeds. The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:
- (1) Replacement. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,
 - (2) Another Purpose. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA’s consent in writing, or
 - (3) Return to the Federal Government. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient’s knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.
- m. Disposition of Project Property. The Recipient agrees that disposition of its Project property may be made as provided in FTA’s enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies.
- n. Responsibilities After Closeout. The Recipient agrees that closeout of the Award will not change the Recipient’s property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of the Master Agreement.

Section 20. Transit Asset Management.

- a. Transit Asset Management Plan. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, and other applicable federal laws, regulations, and requirements.
- b. When Compliance is Required. The Recipient agrees to, and assures that each Third Party Participant will comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

Section 21. Insurance.

- a. Flood Insurance. The Recipient agrees and assures that its third party participants will agree to comply with flood insurance laws and guidance as follows:
 - (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
 - (3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.
- b. Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

- a. Relocation Protections. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees that it will:
 - (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 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 C.F.R. part 24.
- b. Nondiscrimination in Housing. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act

of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and facilitate and follow Executive Order No. 12892, “Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,” January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.

- c. Prohibition Against the Use of Lead-Based Paint. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning Prevention in Certain Residential Structures,” 24 C.F.R. part 35.
- d. Real Property Acquisition Protections. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 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 C.F.R. part 24.
- e. Covenant Against Discrimination. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- f. Recording the Title to Real Property. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- g. FTA Approval of Changes in Real Property Ownership. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

- a. Construction Plans and Specifications. The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- b. Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

- c. Supervision of Construction. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- d. Construction Reports. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- e. Major Capital Investment Projects. If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, and "Project Management Oversight," 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

Section 24. Employee Protections.

- a. Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
 - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
 - (4) Construction Site Safety of:
 - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

- (b) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.
- b. Awards Not Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- c. Awards Involving Commerce. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.
- d. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
 - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
 - (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to

any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 25. Early Systems Work Agreement.

- a. Statutory Requirements. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's Capital Project, the Recipient agrees that provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.
- b. ESWA Provisions. Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:
 - (1) Recipient Representations. In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:
 - (a) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project, and
 - (b) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.
 - (2) FTA Commitments. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:
 - (a) Land acquisition,
 - (b) Timely procurement of system elements for which the specifications are decided, and
 - (c) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.
 - (3) Time Period of the ESWA. FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.
 - (4) Interest and Other Financing Costs. Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:
 - (a) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing,
 - (b) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms, and
 - (c) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.

- (5) Contingent Commitment. In providing funding for the ESWA:
 - (a) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA, and
 - (b) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.
- (6) Failure to Carry Out the Project. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:
 - (a) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment, and
 - (b) Pay reasonable interest and penalty charges:
 - 1 As established by FTA before or after FTA provided funding for the ESWA, or
 - 2 Allowable under law.

Section 26. Environmental Protections.

- a. General. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- b. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508,
 - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,
 - (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and
 - (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,

- (b) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. Environmental Justice. The Recipient agrees to, and assures that its Third Party Participants will, promote environmental justice by following:
 - (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377, April 15, 1997, and
 - (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
- e. Corridor Preservation. The Recipient agrees that:
 - (1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed, and
 - (2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 17, 2014.
- f. Use of Certain Public Lands. The Recipient agrees to comply and assures that its Third Party Participants will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- g. Historic Preservation. The Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

- (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800.
 - (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- h. Indian Sacred Sites. The Recipient agrees to, and assures that its Third Party Participants will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.
- i. Mitigation of Adverse Environmental Effects.
- (1) The Recipient agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - (2) The Recipient agrees that:
 - (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
 - (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
 - (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.
- j. Energy Conservation. The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, “Management and Monitoring Systems,” 23 C.F.R. part 500, and FTA regulations, “Transportation Infrastructure Management,” 49 C.F.R. part 614.

Section 28. Charter Service.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only, and
 - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” laws, regulations, federal requirements, or applicable federal guidance.
- b. Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 31. Federal "\$1 Coin" Requirements.

The Recipient agrees that it will comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

- a. Public Transportation Agency Safety Program. In accordance with 49 U.S.C. § 5329, the Recipient agrees to comply with applicable laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b) through (d), except as FTA determines otherwise in writing.
- b. State Safety Oversight of Rail Fixed Guideway Public Transportation Systems. The Recipient agrees as follows:
 - (1) Laws. It will comply with section 20030(e) of MAP-21, which amended 49 U.S.C. § 5329(e) to require states to revise their State Safety Oversight programs to comply with the new MAP-21 requirements.
 - (2) Regulations. Although FTA published FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, effective April 15, 2016, Congress provided states with up to three years following April 15, 2016 to come into full compliance following publication of those regulations. The Recipient agrees that depending on how far it has progressed in developing a State Safety Oversight program that is fully compliant with FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, the following FTA regulations will apply:
 - (a) States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements.
 - (b) States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a Public Transportation Safety Program that is fully compliant with FTA's requirements.

Section 33. Motor Carrier Safety.

- a. Financial Responsibility. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:
 - (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone, and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and also reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- b. U.S. FMCSA Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
 - (2) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver's License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, by:
 - (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
 - (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note,
 - (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009,
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a

- privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
- (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

- a. Drug-Free Workplace. The Recipient agrees to:
 - (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*,
 - (2) Comply with U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. part 32, and
 - (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 C.F.R. part 32.
- b. Alcohol Misuse and Prohibited Drug Use.
 - (1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5331,
 - (b) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, and
 - (c) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. part 40.
 - (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

- a. The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

- (1) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 15,
- (2) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 1520, and
- (3) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Section 37. Special Notification Requirements for States.

- a. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 38. Freedom of Information.

- a. Applicability. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.
- b. Records. The Recipient agrees that all applications and materials it submits to FTA that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies.
- c. Confidentiality. President Obama’s “Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act,” dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:
 - (1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a “routine” confidentiality statement that may appear on:

- (a) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto,
 - (b) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto, or
 - (c) Any other information FTA may obtain.
- (2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.
- (3) Any genuinely confidential or privileged information should be marked clearly and specifically, and justified as confidential or privileged under FOIA standards.

Section 39. Disputes, Breaches, Defaults, or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- d. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Section 40. Amendments to the Underlying Agreement.

- a. When Required. An Amendment to the Underlying Agreement is required under the following circumstances:
 - (1) A change in the scope of work or addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);
 - (2) Changes to the scope of work that necessitate a change in the distribution of federal assistance across scope codes or activities; or
 - (3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.
- b. Process. An amendment to the Underlying Agreement must be submitted through and approved in FTA's Electronic Award Management System, and must meet the same application requirements as a request for a new Award.

Section 41. FTA's Electronic Award Management System.

The Recipient agrees that it will submit its application for an Award, reports, documents, or other required information through FTA's electronic award management system, also known as TrAMS. To submit information, reports, and documents to FTA, any signature submitted in TrAMS must comply with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Public Law No. 106-229, June 30, 2000, 15 U.S.C. §§ 7001 *et seq.*

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of information accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The *Federal Register* and the *Code of Federal Regulations* are the official sources for regulatory information pertaining to the Federal Government.

Section 43. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendments thereto is determined invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

- a. Applicability. The Recipient understands and agrees that this section applies to the following programs to which FTA provides federal assistance, including the following programs:
 - (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (4) Programs authorized by the repealed section 3045 of SAFETEA-LU,
 - (5) Programs authorized under repealed section 3046 of SAFETEA-LU, and
 - (6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended by the FAST Act, or other authorizing legislation.

- b. Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:
 - (1) Report. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
 - (2) Disclaimer. The Report must contain the following disclaimer:

This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest of information exchange. The United States government assumes no liability for the contents or use thereof.

The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report.
 - (3) Format. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary that is contained within any report or document.
 - (4) Publication. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
 - (5) Identification of Federal Assistance. The Recipient agrees that:

- (a) It will display notice on any product developed with federal assistance for 49 U.S.C. § 5312 that the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
- (b) The notice will be given using an appropriate sign, designation, or notice.
- c. Special Disposition Provision. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
- d. Protection of Human Subjects. The Recipient agrees to comply with protections for human subjects involved in a Project or related activities supported through the Underlying Agreement as required by the National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and U.S. DOT regulations, “Protection of Human Subjects,” 49 C.F.R. part 11.
- e. Protection of Animals. The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and U.S. Department of Agriculture regulations, “Animal Welfare,” 9 C.F.R. parts 1, 2, 3, and 4.
- f. Export Control. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, “Export Administration Regulations,” specifically, 15 C.F.R. parts 730 *et seq.*, U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

- a. Applicability. The Recipient agrees that this section applies to any State Safety Oversight Grant Program Award, the accompanying Underlying Agreement, and any Amendments thereto, supported with federal assistance for 49 U.S.C. § 5329(e)(6).
- b. Federal Laws, Regulations, Requirements, and Guidance. In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), as amended by the FAST Act, the Recipient agrees to comply with the following:
 - (1) 49 U.S.C. § 5329(e)(6), as amended by the FAST Act,
 - (2) 49 U.S.C. § 5330, which is repealed three (3) years after the effective date of the final FTA State Safety Oversight regulations required under 49 U.S.C. § 5329(e), as amended by the FAST Act and section 20021(b) of MAP-21,

- (3) 49 C.F.R. part 659, until those regulations are repealed or superseded by regulations that FTA promulgates in the future that implement 49 U.S.C. § 5329(e) as amended by the FAST Act,
 - (4) Other applicable federal laws, regulations, and requirements, and the Underlying Agreement and any Amendments thereto, and all other applicable provisions of this Master Agreement, and
 - (5) Applicable federal guidance, including the most recent FTA Notice of Availability for federal assistance made available for the State Safety Oversight Grant Program authorized by MAP-21, to the extent that its provisions are consistent with applicable requirements of 49 U.S.C. chapter 53, and other applicable federal laws, regulations, requirements, and guidance.
- c. Other Special Provisions for State Safety Oversight Grant Program. The Recipient agrees that federal assistance for the State Safety Oversight Grant Program will be used to develop or carry out its State Safety Oversight Grant Program for purposes of coming into compliance with 49 U.S.C. §§ 5329(e)(3) and 5329(e)(4), including the establishment of a State Safety Oversight Agency (SSOA) that:
- (1) Has an appropriate staffing level that is commensurate with the number, size, and complexity of the rail fixed guideway public transportation systems that the Recipient oversees,
 - (2) Requires its employees and other designated personnel of the SSOA who are responsible for rail fixed guideway public transportation safety oversight to be qualified to perform such functions through appropriate training, including successful completion of the public transportation safety certification training program when established under 49 U.S.C. § 5329(c), and
 - (3) Is prohibited from receiving federal assistance from any public transportation agency that the SSOA oversees pursuant to 49 U.S.C. § 5329(e)(4).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

- a. Federal Laws, Regulations, Requirements, and Guidance. The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:
- (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610,
 - (4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement,
 - (5) All other applicable federal guidance that may be issued,
 - (6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements,

- (7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB, and
 - (8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.
- b. Limitations on Accessing Federal Assistance in the Transit Account. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA Program.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees to administer any Underlying Agreement financed with federal credit assistance authorized by the Transportation Infrastructure Finance and Innovation Act (TIFIA), as amended, as required under:
- (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. §§ 601 – 609, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, more specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for any Underlying Agreement to which 49 U.S.C. chapter 53 apply,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended,
 - (4) Joint U.S. DOT and FTA regulations, “Credit Assistance for Surface Transportation Projects,” 49 C.F.R. parts 80 and 640 that have not been superseded by the FAST Act, or any other statute in effect and that applies to the matter at issue, and
 - (5) Any federal statute signed into laws and regulations promulgated at a later date that would affect the Underlying Agreement.
- b. Default. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if it has defaulted on a TIFIA Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, and that default has not been cured within 90 days.
- c. Order of Precedence. Any provision of this Master Agreement that is applicable to the Recipient’s Underlying Agreement for TIFIA assistance and Recipient, but that conflicts with the laws, regulations, and requirements identified in this section, will not apply to the

Recipient's TIFIA Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

Section 48. Special Provisions for the Joint FTA – FRA Program.

- a. General Legal Requirements. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees that it will administer the Underlying Agreement to achieve maximum compliance with FTA's statutory and regulatory requirements, FRA's statutory and regulatory requirements, and other federal statutory requirements.
- b. Disadvantaged Business Enterprises.
 - (1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.
 - (2) FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
 - (3) The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.
- c. Buy America. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:
 - (1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement,
 - (2) It must comply with FRA's statutory and regulatory Buy America provisions, specifically section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements, and
 - (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees that it must comply with both FTA's and FRA's requirements.
- d. Force Account – Procurement. The Recipient agrees that FTA deems section 16.k of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.
- e. Procurement of Rolling Stock. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor

Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.

- f. Use of Real Property, Equipment, and Supplies. The Recipient agrees that application of section 19 of this Master Agreement is reserved.
- g. Davis-Bacon. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and satisfy section 24 of this Master Agreement.
- h. Employee Protective Arrangements. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.
- i. Motor Carrier Safety. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, *see* 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 C.F.R. part 228, and Section 31 of this Master Agreement does not apply to railroad signal employees concerning hours of service.
- j. Railroad Safety. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

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APPENDIX A

TRIBAL TRANSIT PROGRAM – APPLICABLE PROVISIONS

FTA recognizes that several provisions of the Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of the Master Agreement are not applicable to the Tribal Transit Programs:

Section 14.a(1) & 14.b – Private Enterprise

Section 22.e – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are applicable depending upon the Underlying Agreement for the Tribal Transit.

Mountain Rides Agenda Action Item Summary

<u>Date:</u>	<input type="text" value="01/18/2017"/>	<u>From:</u>	<input type="text" value="Jason Miller"/>
<u>Action Item:</u>	<input snowpocalypse\""="" type="text" value="5e. Approve a resolution of the Mountain Rides Board of Directors recognizing the outstanding efforts of the Mountain Rides staff during our recent \"/>		
<u>Committee Review:</u>	<input type="radio"/> yes <input checked="" type="radio"/> no	<u>Committee Purview:</u>	<input type="text" value="N/A"/>
<u>Previously discussed at board level:</u>	<input type="radio"/> yes <input checked="" type="radio"/> no		
<u>Recommended Motion:</u>	<input heavy="" snow="" snowpocalypse\"="" storms."="" type="text" value="I move to approve Mountain Rides' board resolution 2017-1 in recognition of extraordinary heroic staff efforts to keep buses running safely and on-time during our recent \"/>		
<u>Fiscal Impact:</u>	<input type="text" value="n/a"/>		
<u>Related Policy or Procedural Impact:</u>	<input type="text" value="n/a"/>		
<u>Background:</u>	<input type="text" value="Board Chair Conard requested that the Mountain Rides' Board of Directors formally recognize the hard work that all Mountain Rides staff has been putting in to keep things running during very challenging conditions in the past few weeks."/>		

Mountain Rides Agenda Discussion Item Summary

Date:	<input type="text" value="01/18/2017"/>	From:	<input type="text" value="Jason Miller"/>
Discussion Item:	<input type="text" value="5f. Discuss draft strategic priorities for 2017, as discussed at Mountain Rides' annual strategic workshop"/>		
Committee Review:	<input checked="" type="radio"/> yes <input type="radio"/> no	Committee Purview:	<input type="text" value="Both Committees"/>
Fiscal Impact:	<input type="text" value="FY2017 and FY2018 budgets"/>		
Related Policy or Procedural Impact:	<input type="text" value="5 year capital plan and annual service plan"/>		
Background:	<input type="text" value="Attached is the outcome of the Mountain Rides' annual strategic planning workshop, held on January 4th. This draft of priorities is organized around seven priorities with associated strategies and will form the basis of the 2017 work plan."/>		



2017 STRATEGIC PRIORITIES and INITIATIVES

In 2016, Mountain Rides completed, adopted, and implemented a 5-year Strategic Business Plan for 2016-2020. This plan plots the course for Mountain Rides and has been an effective tool in organizing and planning out work; 2016 implementation was right on track with almost all the goals and objectives successfully completed.

To continue to execute this 5-year plan, Mountain Rides must follow the year-by-year goals of the plan and put these goals into action by creating priorities and initiatives for each year. The following list of strategic priorities and initiatives was created at Mountain Rides' strategic workshop for 2017, held on January 4th, 2017.

STRATEGIC PRIORITY #1 – Build internal capacity for improved administration and support

- Initiative 1A – establish 1-2 internship positions for marketing and IT functions
- Initiative 1B – continue to cross-train more employees internally
- Initiative 1C – add average of 1.5 FTE for better maintenance, administration, and operations support

STRATEGIC PRIORITY #2 – Market and educate to build awareness and ridership

- Initiative 2A – educate public officials on impact of Mountain Rides services; use rider/user experiences to tell the story
- Initiative 2B – continue marketing initiatives of 5-year plan; grow marketing budget to support increased marketing and customer information tools
- Initiative 2C – develop ambassador and volunteer program to help with community awareness, especially for new and improved services

STRATEGIC PRIORITY #3 – Work towards development of a downtown transportation center in Ketchum

- Initiative 3A – educate community on need and importance of this project and how it helps Ketchum economy and quality of life
- Initiative 3B – engage in City of Ketchum dialogue on public parking and how to manage
- Initiative 3C – look at private-public development funding models for this project

STRATEGIC PRIORITY #4 – Follow the vision of the 5-year plan for service and program development

- Initiative 4A – continue to improve core routes and services
- Initiative 4B – evaluate new services like Galena and Airport and determine ways to expand and improve

- Initiative 4C – look at possibility of starting limited Twin Falls service with support from new funding partners

STRATEGIC PRIORITY #5 – Improve and support development of enhanced on-street and downtown infrastructure

- Initiative 5A – carry out bus stop improvement project for signage, lighting, benches, and shelters
- Initiative 5B – support city efforts to improve bike and pedestrian infrastructure and increase use of biking and walking
- Initiative 5C – develop better entitlements for bus stops through easements and use agreements

STRATEGIC PRIORITY #6 – Develop new financial and planning partnerships with outside agencies

- Initiative 6A – evaluate opportunity to include Ride ‘n Fly airport bus into 1% for air local option tax
- Initiative 6B – work closely with city and county planning staff on transportation issues
- Initiative 6C – engage in regional discussions on land use, housing, and economic development

STRATEGIC PRIORITY #7 – Consider long-range organizational needs and start planning

- Initiative 7A – evaluate options for dealing with physical space constraints of Mountain Rides’ maintenance and administration facilities
- Initiative 7B – develop 1-3 year staffing plan that supports service growth
- Initiative 7C – continue development of better transit technology like electronic fareboxes
- Initiative 7D – develop plan for transition to electric buses with goal of first electric buses in operation by 2019

This list is not comprehensive. There are ongoing services, programs, and planning that will continue and are inherent in the day-to-day work of Mountain Rides. This list identifies specific initiatives and projects above and beyond the “baseline” work of Mountain Rides.

Mountain Rides Agenda Discussion Item Summary

Date:

01/18/2017

From:

Jason Miller

Discussion Item:

5g. Discuss budget priorities for midyear budget amendment for FY2017 and for next budget year FY2016

Committee Review:

☐ yes

☒ no

Committee

Finance & Performance

Purview:

Fiscal Impact:

FY2017 and FY2018 budget years

Related Policy or
Procedural Impact:

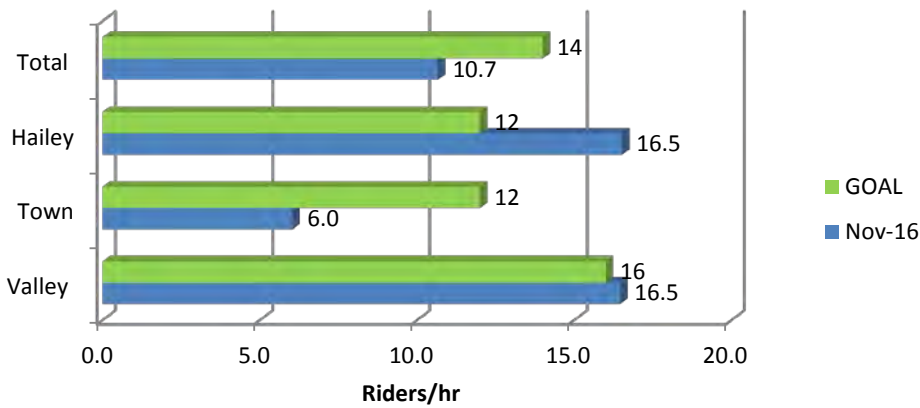
Budget

Background:

One of the discussion points at the annual strategic planning session was the need to start discussing budget priorities earlier. This agenda item will allow board and staff to discuss adjustments needed for this current FY2017 budget year and budget goals for FY2018. There aren't any attachments for this agenda item - staff will provide input and numbers for this discussion at the board meeting.

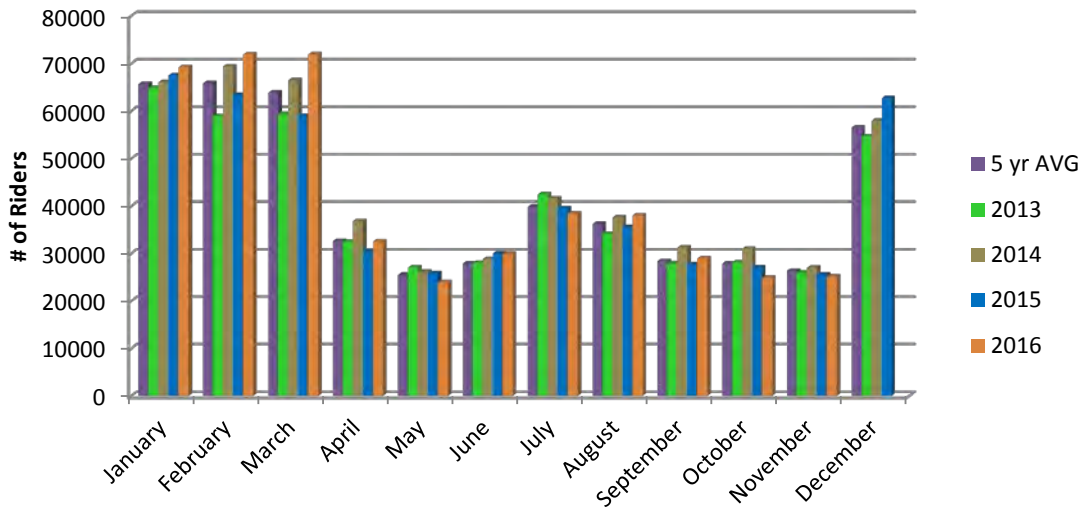
PERFORMANCE DASHBOARD - RIDERSHIP, NOVEMBER 2016

Ridership per hour



Definition: One way rides for the month divided by the number of bus revenue service hours for the month (aka productivity) - being higher than goal is good. 15 is reasonable goal for a resort-rural fixed route system.

Total Ridership by Month



2016 YTD Ridership
454952

2015 YTD Ridership
431779

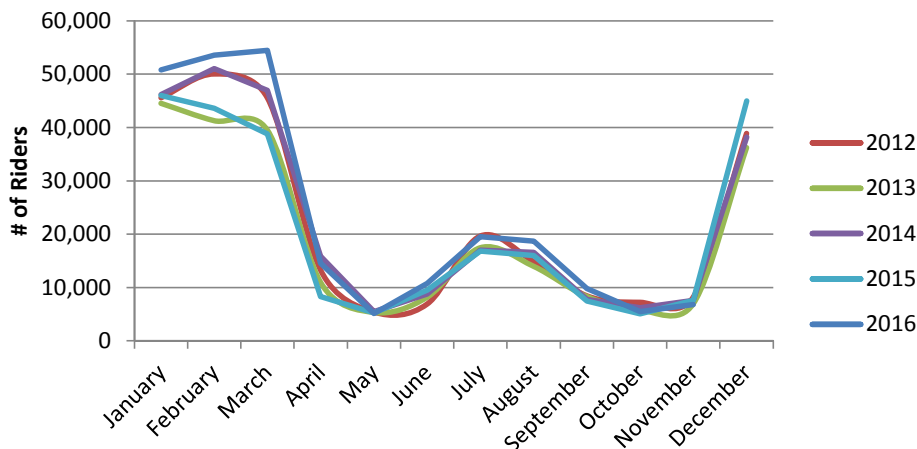
2014 YTD Ridership
462534

2013 YTD Ridership
425,891

2012 YTD Ridership
422,833

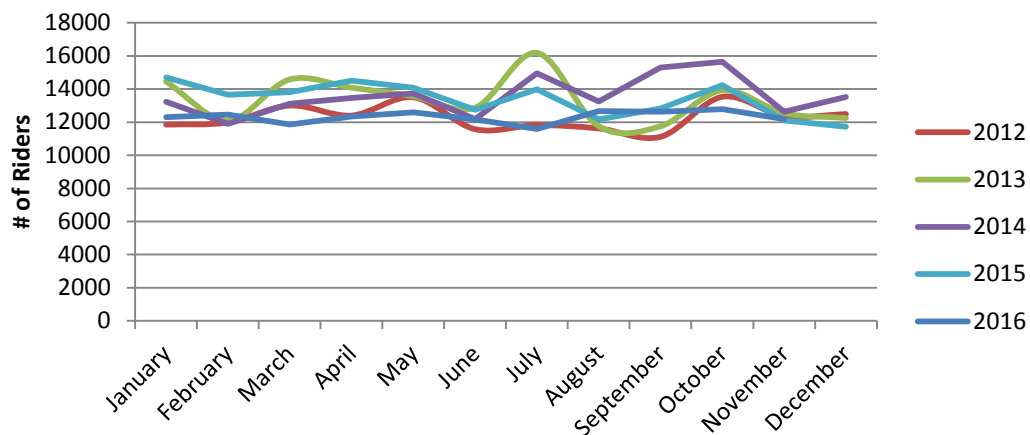
Definition: Monthly ridership compared with one year ago, two years ago and the 5 year average.

Town Routes

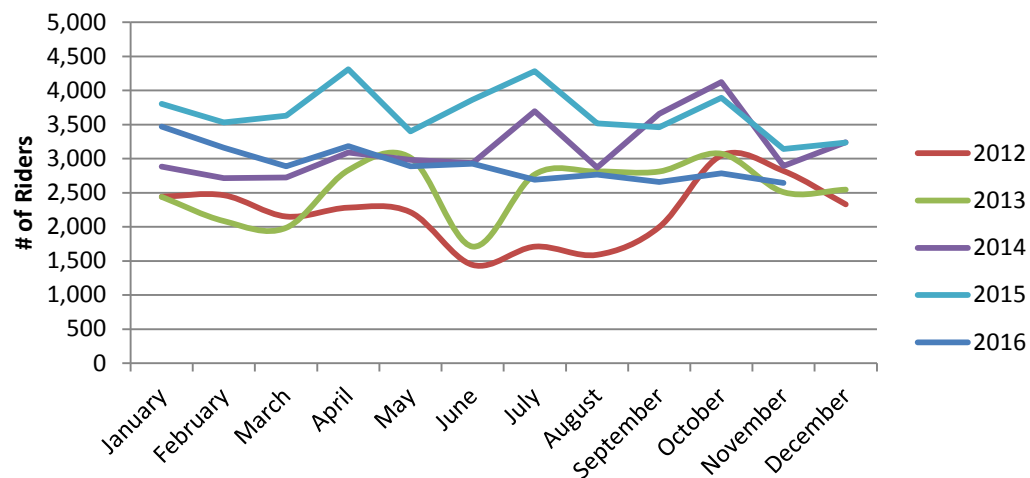


PERFORMANCE DASHBOARD - RIDERSHIP BY ROUTE, NOVEMBER 2016

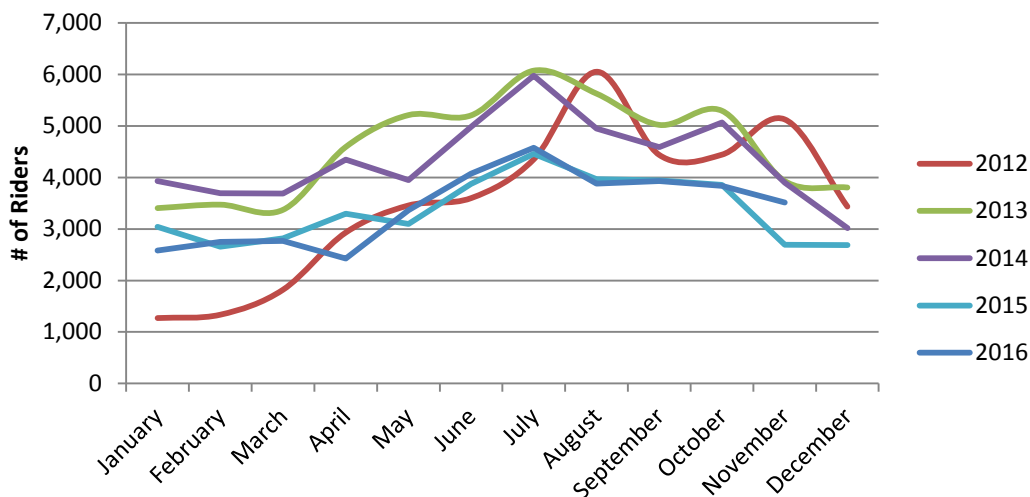
Valley Route



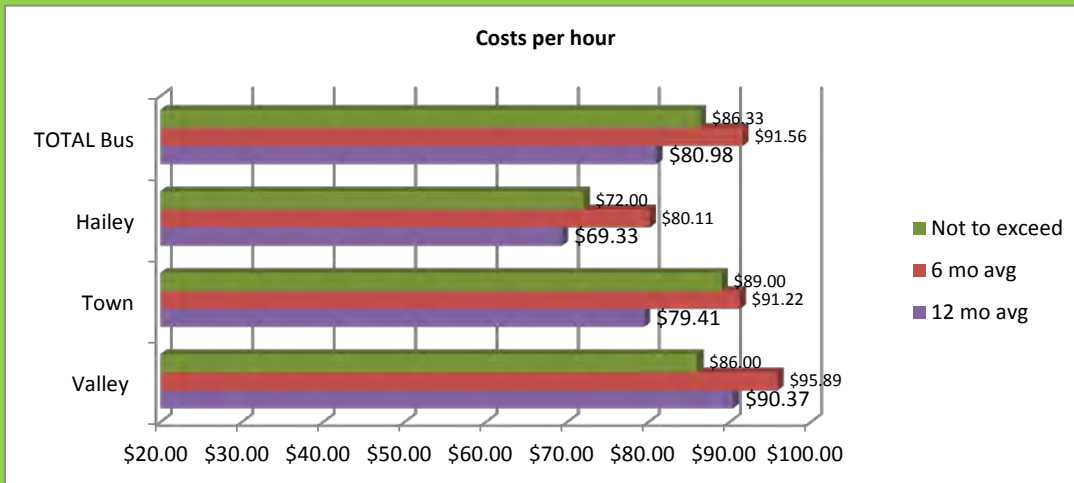
Hailey Route



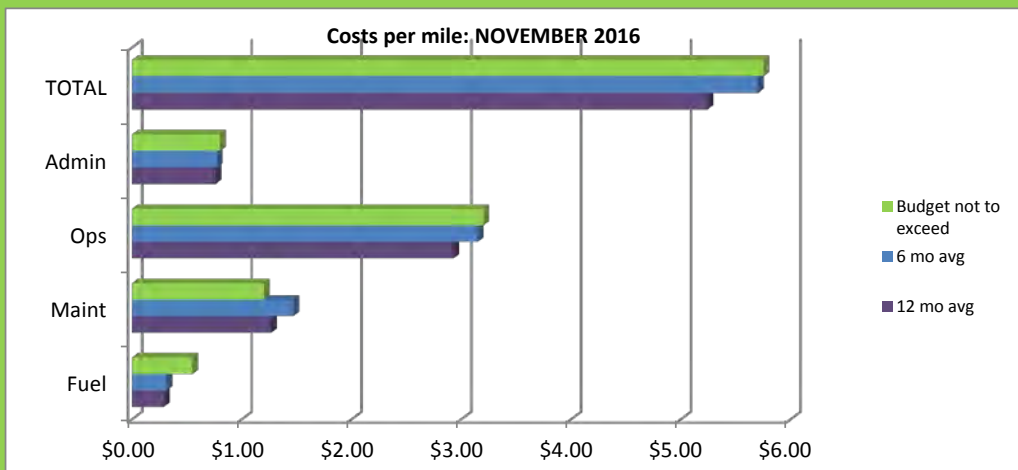
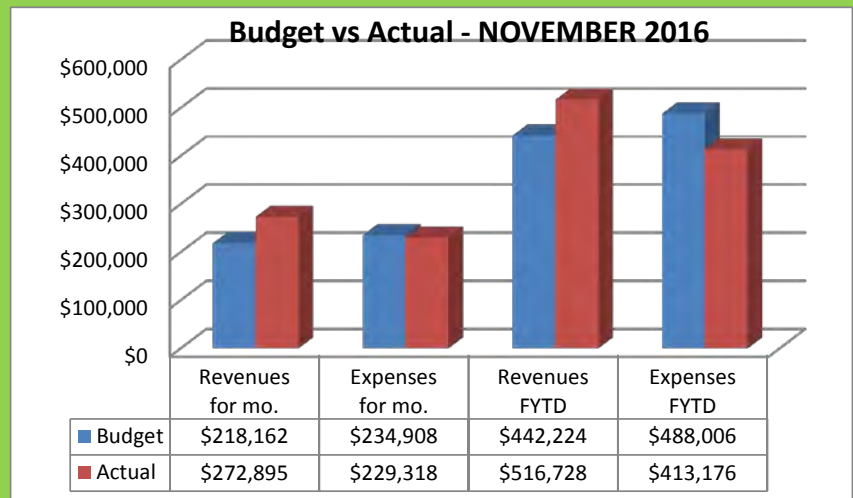
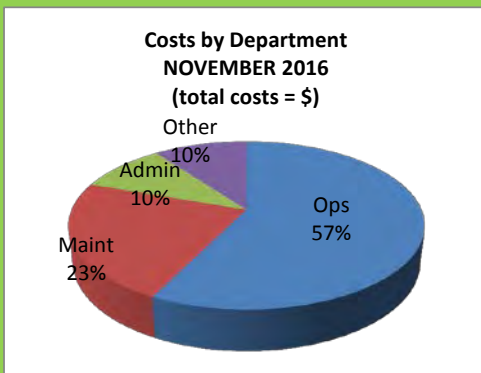
Vanpool



PERFORMANCE DASHBOARD - FINANCIAL, NOVEMBER 2016



Definition: Monthly costs divided by the number of bus revenue service hours operated for the month. Being lower than goal is good. Monthly numbers are compared to 6 and 12 month averages in order to give a longer time period for reference (monthly fluctuations can be great).



Definition: Costs for services are taken in total for the month and then divided by the mileage operated for the month. Costs are also calculated for each department to show the contribution to costs per mile. The budget is established based on historical averages and what is reasonable on a statewide basis for a rural fixed route system.

PERFORMANCE DASHBOARD - SAFETY, NOVEMBER 2016



Definition: This is the rate at which these safety related items are happening at a rate that is consistent with industry

Safety	Sep-16	Oct-16	Nov-16
Incidents	0	0	0
Accidents	0	0	0
Road Calls	1	0	0

**MAINTENANCE DAYS WITHOUT
A LOSS TIME ACCIDENT OR
INJURY: Current 1072**

Incident is defined as an event that involved a minor collision, injury or altercation that may have caused physical damage or injury (less than \$200) to MRTA property or persons only. No outside parties involved.

Accident is defined as an event that caused damage to one or more MR vehicles or property in excess of \$200 OR damage to vehicles, property or persons unrelated to MRTA in any amount.

Road Call is defined as a vehicle that is taken out of revenue service because of a need for unscheduled maintenance.

Mountain Rides Staff Report

Date:

01/18/2017

Staff Member:

Jim Finch

Department:

Operations

Department
Highlights from the
Previous Month:

December 2016 total passenger trips +2% 64,103 trips compared to 62,705 in '15

TOWN ROUTES: TOTAL 45,803 TRIPS +2%

BLUE 25,322 TRIPS +11%

RED 2,198 TRIPS -4%

SILVER 17,390 TRIPS -5%

BRONZE 869 TRIPS -4%

ON DEMAND 24 TRIPS GREEN route 2015=732 trips

AIRPORT 18 TRIPS

GALENA 101 TRIPS

HAILEY 2,547 TRIPS -21%

VALLEY 12,956 TRIPS +11%

VANS 2,645 TRIPS -1%

Progress on
projects/initiatives:

No accidents or incidents reported.

Challenges/
Opportunities:

Attrition and personal absences have resulted in a manpower shortage. Cost is reflected in significant driver overtime as more people work days off. Maintenance and Management personnel have helped mitigate the situation.

Holiday snow storms are mixed blessing. Great for skier numbers and passenger trips, but it drains all municipal operating budgets for snow removal.

Mountain Rides Staff Report

Date:

01/18/2017

Staff Member:

Kim MacPherson

Department:

Marketing Outreach

Department
Highlights from the
Previous Month:

The Galena ribbon cutting was a success. Thank you to the board members who came out for it.
Through the holidays, I was able to help drive ADA clients and Demand response riders.

Progress on
projects/initiatives:

Work continues on outreach for the new routes. See attached photo of the new poster which is hanging up at the airport.

I find people using the RouteShout app and continue to tell people about it when I ride the bus and answer the phone when they ask "Did I miss the bus?". I continue my weekly meetings with RouteMatch about the app and they are working on all the issues we have addressed so far.

This week I will have a training regarding the dashboard for the app so we can use the data the app provides.

Mountain Rides is involved in a group put together by St. Luke's and the Senior Connection about "aging friendly" solutions for our community. I think it's very important for Mountain Rides to be a part of this very important conversation.

Challenges/
Opportunities:

As the touchpads in the buses age, we are looking to other solutions with which to replace them. We are testing two Galaxy Tab E tablets for 30 days to see if they will be a good and less expensive solution for us as the older touchpads start wearing out.

Maintenance installed them in Buses 4 and 28 which are primarily on Blue and Silver so they will get some use.

NEED A LIFT?

Take the Bus!



GET ON THE *Ride'n Fly* ROUTE

New Bus Service Runs
UNTIL MARCH 26, 2017

FARE TO/FROM AIRPORT:

ADULTS

(ages 19-64)

\$12 one way to/
from Ketchum

\$4 to/from Hailey

YOUTH/SENIOR

(ages 6-18 and 65 +)

\$6 one way to/
from Ketchum

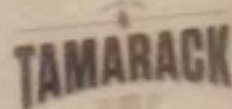
\$2 to/from Hailey

SCHEDULES AVAILABLE IN THE TERMINAL



**Ride'n Fly
TO THE AIRPORT**

THANK YOU TO OUR
SPONSORS:



208.788.ride(7433)
mountainrides.org



Mountain Rides Staff Report

Date: 01/18/2017 Staff Member: Ben Varner

Department: Maintenance

Department Highlights from the Previous Month: Maintenance made it through the busy holiday season with a minimal amount of fleet related issues. Kudos to all Maintenance Staff for putting out safe, clean, dependable buses throughout the busy season!

Progress on projects/initiatives:

The formal purchase order with New Flyer has been signed and we are on their production schedule.

The Maintenance Department has otherwise been 100% supporting operations, so not much time left for longer term projects this time of year.

Challenges/ Opportunities:

The large snowstorm(s) last week presented everything that could possibly be thrown at us, but we made it through quite well. Everyone in each department contributed to an incredibly successful week at MRTA.

Mountain Rides Staff Report

Date: 01/18/2017 Staff Member: Business Manager

Department: Business-Finance

Department Highlights from the Previous Month:

Continuing to gain knowledge of processes and procedures. My understanding of quickbooks continues to grow.

Addressing personnel questions that arise, mostly regarding benefits, and researching to learn and provide clear answers.

Progress on projects/initiatives:

Challenges/ Opportunities:

Mountain Rides Staff Report

Date:

01/18/2017

Staff Member:

Jason Miller

Department:

Executive Director

Department
Highlights from the
Previous Month:

Record numbers! The 2016 total ridership was 523,195, which is 2nd highest ridership ever (compared to 2014 record of 523,880). From Christmas Eve to NY day, we carried an all-time holiday record of over 30,000 riders in just over a week!! And we clocked 4 of our top 5 days in the past 20 years during this 2016-17 holiday week!

Incredible teamwork! The past 3 weeks have been some of the most challenging weeks for Mountain Rides. Huge passenger loads, tons of snow, and staffing challenges combined to make it very stressful. The good news is that we weathered the storms very well; service ran on-time with minimal disruptions and our staff pulled through with professionalism and safety - we didn't have any at-fault incidents or accidents in any bus. And everyone worked together so skillfully that I couldn't be more proud of what the Mountain Rides team did over the past few weeks.

Progress on
projects/initiatives:

Strategic planning session - thank you all for a great strategic workshop with lots of energy and enthusiasm for the new year. I look forward to working with you all to put the ideas into action.

Phone app - The major glitches are fixed and it is generally working very well. We still have some small tweaks, but we're happy with it overall. For the past month (12/10-1/10), we saw 726 unique users and 67,726 hits to different stops/routes in the app (like a web page hit).

Other projects - with so much going on operationally, including heavy ridership and big snow storms, there isn't much progress being made on large projects or initiatives. I believe that will change in February, as things calm down.

Challenges/
Opportunities:

Staffing - we are extremely thinly staffed for the coming 6 weeks. We lost a couple of trainees and a full-time driver. Everyone has been pitching in, with admin and maintenance staff picking up driving shifts and many drivers working overtime.

Snow - the 2 recent 12" plus storms we had strained our system and its ability to continue running. When multiple buses became stuck, service was halted in the late evening.



RECORDED

**REGULAR MEETING MINUTES
MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Wednesday, December 21, 2016, 12:30 p.m.
Ketchum City Hall Meeting Room, Ketchum, Idaho**

Board Members of the Mountain Rides Transportation Authority met in a Regular Meeting in the Ketchum City Hall Meeting Room, Ketchum, Idaho.

PRESENT: Chair David Patrie (Blaine County), Secretary Joe Miczulski (Bellevue), Becki Keefer (Hailey), Anne Corrock (Ketchum), Kristin Derrig (Ketchum), Joyce Fabre (Sun Valley) and Tory Canfield (at-large)

NOT PRESENT: Vice-chair Jane Conard (Sun Valley)

ALSO

PRESENT: Mountain Rides Executive Director Jason Miller
Mountain Rides Business Manager Tucker Van Law
Mountain Rides Operation Manager Jim Finch
Mountain Rides Maintenance Manager Ben Varner
Mountain Rides Support Specialist Kim MacPherson
Mountain Rides Operations Supervisor Stuart Gray
Mountain Rides Bike-Ped Coordinator Kaz Thea

1. CALL TO ORDER

Chair David Patrie called to order the meeting of Wednesday, December 21, 2016 at 12:33pm; Secretary Joe Miczulski took roll and determined that a quorum was present.

2. COMMENTS FROM THE CHAIR AND BOARD MEMBER THOUGHTS

There were none.

3. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA (including questions from Press)

There were none.

4. ACTION ITEMS AND DISCUSSION ITEMS

a. Action item:

Action to approve award of 35' heavy duty bus Request for Proposals 092016-1

Ben Varner stated that the original bid was released in September and Gillig and New Flyer were the respondents. We are very familiar with Gillig buses however New Flyer chose to bring a bus down and spend a day with staff showing them the bus. New Flyer came in as low bidder and was New Flyer was chosen which a new manufacturer is for us. This bus will be used for the Valley route. New Flyer has not looked at bids our size in the past but has started looking at smaller agencies. Mountain Rides openly communicated with both manufacturers. Both companies make great buses so it could have gone both ways. Jason Miller stated that Gillig would not provide financials being a privately held company. We were impressed with New

Flyer's internal process for quality control etc. The review committee consisted of Jason Miller, Ben Varner, Carlos Tellez, head mechanic, and a few operations staff members. Jason Miller stated that we are going with the low bid. We will be getting this bus 6 months ahead of other bidder and from a cost stand point we will be saving \$40-50,000. Training has been recommended for this bus and ITD said the training will be covered by RTAP. New Flyer has a very robust online training program. The price of the bus does include a bike rack as well. Ben Varner stated that there will not be a significant impact to holding parts for the bus. Jason Miller stated we buy "new" when we can. We will use the bus for 600-800,000 miles.

Joyce Fabre made a motion to approve to award RFP 092106-1 to New Flyer and move to authorize the Executive Director to execute the purchase contract in an amount not to exceed \$413,000. Joe Miczulski seconded. The motion passed unanimously.

b. Action item:

Action to approve award of purchase of fuel Invitation for Bid 2016-11-16

Ben Varner stated that this is our annual fuel bid and have working with United Oil for the last year. United oil was also the low bidder for this year. We changed the bidding process last year to be more cost plus and has been working well. Ben Varner stated he is able to track day to day. It is essential that we are able to fuel in Shoshone, ID. There was one other bidder that the price structure was non-conforming. In the past, when it was retail minus we would get 2-3 bidders.

Kristin Derrig made a motion to approve awarding the 2017 Fuel Bid to United Oil and authorize the Executive Director to sign the fuel contract for 2017. Tory Canfield seconded. The motion passed unanimously.

c. Action item:

Action to approve board and committee meeting schedule for 2017

Joe Miczulski made a motion to approve the meeting schedule for 2017, as presented. Kristin Derrig seconded. The motion passed unanimously.

d. Action item:

Action to approve board officers for 2017

Dave Patrie stated that Jane Conard will become chair, Joe Miczulski will continue with secretary. Kristin Derrig said yes to accept the nomination for board vice chair.

Becki Keefer made a motion to approve the following slate of officers for 2017: Jane Conard as chair, Kristin Derrig as vice-chair and Joe Miczulski as secretary. Tory Canfield seconded. The motion passed unanimously.

e. Action item:

Action to approve committee membership for 2017

Joe Miczulski made a motion to maintain the Planning and Marketing Committee and Finance and Performance Committee membership for 2017. Joyce Fabre seconded. The motion passed unanimously.

Jason Miller asked to amend agenda to add and action item.

Becki Keefer made a motion to amend the agenda to add an action item. The reason for amending the agenda during the meeting was that information just became available that we did not have prior to the meeting. Anne Corrock seconded and the motion carried.

h. Action item:

Approve adding Tucker Van Law to our various banking and benefit accounts as contact and taking Wendy Crosby off those accounts

Becki Keefer made a motion to approve adding Tucker Van Law to Mountain Rides' various banking and benefit accounts and taking Wendy Crosby off those accounts. Anne Corrock seconded and the motion carried.

f. Discussion item:

Discuss draft agenda for January strategic planning session

The meeting time will be from 11am – 3 pm at Ketchum City Hall on January 4th.

g. Discussion item:

Discuss e-bikes and regional discussion on e-bike policy

Dave Patrie stated that a county wide discussion has started around pedal assist e-bikes. These bikes are in the shops and being rented and technically are not allowed on the bike path.

Kaz Thea stated that it is based on horsepower for the City of Sun Valley. Sales of e-bikes are increasing. There is not an adequate policy regarding e-bikes.

Kaz said that they are looking at other states and how they are dealing with them. There is a working group who are preparing for the next meeting which will be on January 19th to present to the public. The group will be looking at getting public input on this subject.

Dave Patrie wants to encourage the Mountain Rides board to be involved in the conversation. The working group consists of the cities, Blaine County, BCRD, Mountain Rides, WRBC and St Luke's has been invited. The goal is to have one cohesive policy and coordinated effort for all. Michelle Stennett will be asked for input on the state level.

Tory Canfield stated that we should keep the shoulders on the highways for all transportation but we need to keep them updated.

E-bikes don't emit pollution and they don't make any noise.

Joe Miczulski asked about motorized wheelchairs on the bike path. Joe said he had some safety concerns regarding the speed that e-bikes can go and the Three-tiered system.

Dave Patrie stated that the bike path should be viewed as a transportation corridor.

Becki Keefer stated that she appreciates an alternative transportation corridor. The City of Hailey states that the path is for non-motorized use but motorized vehicles use it. Becki Keefer is torn as she is a walker and is conflicted. This is a great idea with the right restrictions on it. There are good and bad users. Wood River Trail is first and foremost for recreation.

5. Committee Reports

Planning & Marketing committee for December.

Committee members approved the minutes for Planning & Marketing for December.

Finance & Performance committee report for December.

Committee members approved the minutes for Finance & Performance for December.

6. Staff reports

- a. Dashboard performance reports for October 2016 – Jason Miller stated that we will break half a million riders for 2016. To get more service the three factors needed are funding, demand and political will.
- b. Operations report
- c. Marketing and Outreach report – Joyce Fabre asked about the “Symphony” bus in the summer. Kim MacPherson said we are doing outreach right now but we can always use help. Kristin Derrig said she would help with social media.
- d. Maintenance report – The 2002 used Gillig is running in Silver and Blue.
- e. Business Manager report
- f. Executive Director report – Dave Patrie asked about the Ketchum parking situation. Jason Miller went to the city council meeting and Mountain Rides is interested in being a part of the paid parking discussion. When there is an assembly place there are needs for more alternative transportation and needs to deal with on street parking. Jason Miller said it was a strong meeting regarding parking and kudos to the city for taking the lead. Anne Corrock said the demands on parking are due to employee parking and they will probably consider paid parking at the dollhouse parking lot. The development community wants more development rights and fewer requirements. City of Ketchum has been working on infrastructure needs.

7. Consent Calendar items

- a. Approve minutes for November 16th regular board meeting
- b. Receive & File October 2016 financials and bills paid

Joyce Fabre moved to approve the consent calendar. Kristin Derrig seconded. The motion passed.

8. Adjournment

Tory Canfield moved to adjourn the meeting at 2:17pm. Becki Keefer seconded and the motion carried unanimously.

Chair David Patrie



MINUTES

Special Meeting of the Mountain Rides Transportation Authority Board of Directors STRATEGIC PLANNING WORKSHOP for 2017

11:00am to 3:00pm, January 4, 2017

Ketchum City Hall council chambers, Ketchum, ID 83340

PRESENT: Chair David Patrie (Blaine County), Vice-chair Jane Conard (Sun Valley), Secretary Joe Miczulski (Bellevue), Becki Keefer (Hailey), Anne Corrock and Grant Gager (Ketchum), Kristin Derrig (Ketchum), Joyce Fabre (Sun Valley) and Tory Canfield (at-large)

ALSO PRESENT:

Mountain Rides Executive Director Jason Miller
Mountain Rides Business Manager Tucker Van Law
Mountain Rides Maintenance Manager Ben Varner
Mountain Rides Support Specialist Kim MacPherson
Mountain Rides Operations Supervisor Stuart Gray

11:00a Dave Patrie called the meeting to order. There was an introduction of Grant Gager who will be the new representative for the City of Ketchum.

11:00a – 11:30a Review of Mountain Rides 5 year plan and implementation progress in 2016

- Look at each goal and initiative in 5 year plan

12:30p – 2:30p Goal setting and priorities for 2017
(with working lunch)

- Service improvements, changes, and needs
- Admin, staffing, and organizational needs
- Capital projects and planning

2:30p – 3:00p Wrap up, review, and next steps

3:05p Jane Conard moved to adjourn the meeting at 3:05pm. Becki Keefer seconded and the motion carried unanimously.

MRTA - Operations Main
Revenue & Expenditures Budget Performance
November 2016

	Nov 16	Budget	% of Budget	Oct - Nov 16	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
41000 · Federal Funding							
41200 · Federal - 5311	108,770.00	85,000.00	128.0%	225,704.00	170,000.00	132.8%	1,118,648.00
41400 · Federal - 5317	4,196.00	3,000.00	139.9%	8,440.00	6,000.00	140.7%	35,000.00
41600 · Federal - SRTS	0.00	1,000.00	0.0%	0.00	4,000.00	0.0%	12,000.00
Total 41000 · Federal Funding	112,966.00	89,000.00	126.9%	234,144.00	180,000.00	130.1%	1,165,648.00
43000 · Local Funding							
43100 · Local - Ketchum	41,791.67	41,791.67	100.0%	83,583.34	83,583.34	100.0%	501,500.00
43200 · Local - Hailey	5,135.42	5,135.42	100.0%	10,270.84	10,270.84	100.0%	61,625.00
43300 · Local - Bellevue	-750.00	354.17	-211.8%	3,500.00	708.34	494.1%	4,250.00
43400 · Local - Blaine County	9,208.33	9,208.34	100.0%	18,416.66	18,416.68	100.0%	110,500.00
43500 · Local - Sun Valley	20,895.83	20,895.83	100.0%	41,791.66	41,791.66	100.0%	250,750.00
43600 · Local - Sun Valley Company	37,400.00	13,033.33	287.0%	37,400.00	26,066.66	143.5%	156,400.00
43700 · Local - Other Business	0.00	0.00	0.0%	0.00	0.00	0.0%	12,000.00
Total 43000 · Local Funding	113,681.25	90,418.76	125.7%	194,962.50	180,837.52	107.8%	1,097,025.00
44000 · Fares							
44100 · Fares - Valley Cash	4,627.20	7,500.00	61.7%	10,386.05	15,000.00	69.2%	95,000.00
44150 · Fares-Airport Service Cash	0.00	0.00	0.0%	0.00	0.00	0.0%	10,000.00
44200 · Fares - Valley Passes	8,790.62	12,000.00	73.3%	26,929.12	27,000.00	99.7%	155,000.00
44250 · Fares- Hailey Route- Cash	540.75	400.00	135.2%	1,235.75	700.00	176.5%	4,000.00
44300 · Fares - Vanpool	23,878.71	10,833.33	220.4%	31,573.46	21,666.66	145.7%	130,000.00
44400 · Fares - ADA	0.00	85.00	0.0%	36.00	170.00	21.2%	1,000.00
44500 · Fares- Galena Service	2,000.00	0.00	100.0%	2,000.00	0.00	100.0%	5,000.00
Total 44000 · Fares	39,837.28	30,818.33	129.3%	72,160.38	64,536.66	111.8%	400,000.00
45000 · Revenue							
45100 · Rev - Advertising	4,093.75	6,250.00	65.5%	10,950.00	12,500.00	87.6%	75,000.00
45450 · Rev - Misc.	0.00	0.00	0.0%	0.00	0.00	0.0%	500.00
45500 · Rev - Charter/Special Event	490.00	0.00	100.0%	737.00	1,000.00	73.7%	18,000.00
45600 · Rev - Bike Share- Bike Swap	0.00	0.00	0.0%	119.59	0.00	100.0%	3,000.00
Total 45000 · Revenue	4,583.75	6,250.00	73.3%	11,806.59	13,500.00	87.5%	96,500.00
47000 · Private Donations							
47300 · Priv. Donation - Other	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
Total 47000 · Private Donations	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
48000 · Transfers							
48400 · Transfer - Housing Fund	1,666.67	1,666.67	100.0%	3,333.34	3,333.34	100.0%	20,000.00
Total 48000 · Transfers	1,666.67	1,666.67	100.0%	3,333.34	3,333.34	100.0%	20,000.00
49000 · Interest Income	109.61	8.33	1,315.8%	221.18	16.66	1,327.6%	100.00
49800 · Excess Operating Funds	0.00	0.00	0.0%	0.00	0.00	0.0%	23,625.00
Total Income	272,844.56	218,162.09	125.1%	516,627.99	442,224.18	116.8%	2,803,898.00
Gross Profit	272,844.56	218,162.09	125.1%	516,627.99	442,224.18	116.8%	2,803,898.00

MRTA - Operations Main
Revenue & Expenditures Budget Performance
November 2016

	Nov 16	Budget	% of Budget	Oct - Nov 16	YTD Budget	% of Budget	Annual Budget
Expense							
51000 · Payroll Expenses							
51100 · Salaries and Wages	94,497.75	120,000.00	78.7%	186,119.62	230,000.00	80.9%	1,469,300.00
51300 · FICA Expense	5,624.15	7,500.00	75.0%	11,012.81	14,000.00	78.7%	88,158.00
51350 · Medicare Tax Expense	1,315.31	1,750.00	75.2%	2,575.54	3,250.00	79.2%	20,570.20
51400 · Retirement Plan Expenses	7,631.83	0.00	100.0%	11,760.57	25,000.00	47.0%	99,973.30
51500 · Workers Comp Expense	15,530.00	0.00	100.0%	15,530.00	14,000.00	110.9%	63,000.00
51600 · SUI Expense	654.66	1,800.00	36.4%	1,287.45	3,400.00	37.9%	22,039.50
51650 · FUTA Expense	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
51700 · Medical Ins. Expense	13,712.60	13,500.00	101.6%	27,732.46	27,000.00	102.7%	160,000.00
51800 · Dental Ins. Expense	1,149.94	1,700.00	67.6%	2,315.12	3,400.00	68.1%	20,000.00
51900 · Employee Assistance expense	0.00	0.00	0.0%	0.00	0.00	0.0%	2,500.00
51950 · Employee Performance Bonus	0.00	0.00	0.0%	0.00	0.00	0.0%	7,500.00
51000 · Payroll Expenses - Other	185.75	175.00	106.1%	293.25	340.00	86.3%	2,000.00
Total 51000 · Payroll Expenses	140,301.99	146,425.00	95.8%	258,626.82	320,390.00	80.7%	1,955,041.00
52000 · Insurance Expense							
52100 · Ins. - Vehicles	8,990.00	9,000.00	99.9%	17,980.00	18,000.00	99.9%	108,000.00
52150 · Ins- Deductibles/claims	0.00	0.00	0.0%	483.87	0.00	100.0%	5,000.00
Total 52000 · Insurance Expense	8,990.00	9,000.00	99.9%	18,463.87	18,000.00	102.6%	113,000.00
53000 · Professional Fees							
53100 · Accounting & Audit	945.00	600.00	157.5%	1,890.00	1,200.00	157.5%	15,500.00
53200 · IT Systems	12,500.00	833.33	1,500.0%	12,822.10	1,666.66	769.3%	10,000.00
53400 · Legal Fees	130.00	291.67	44.6%	383.50	583.34	65.7%	3,500.00
53450 · Planning/ Design	0.00	0.00	0.0%	0.00	0.00	0.0%	5,000.00
53500 · Other Professional Fees	546.75	1,000.00	54.7%	1,405.75	2,000.00	70.3%	12,000.00
Total 53000 · Professional Fees	14,121.75	2,725.00	518.2%	16,501.35	5,450.00	302.8%	46,000.00
54000 · Equipment/ Tool Expense							
54100 · Shop Equipment/ Tools	64.36	1,000.00	6.4%	1,521.28	2,000.00	76.1%	7,000.00
54300 · Office Equipment	0.00	0.00	0.0%	0.00	0.00	0.0%	7,500.00
Total 54000 · Equipment/ Tool Expense	64.36	1,000.00	6.4%	1,521.28	2,000.00	76.1%	14,500.00
55000 · Rent and Utilities							
55200 · Utilities	1,230.19	3,500.00	35.1%	2,361.56	5,500.00	42.9%	25,000.00
Total 55000 · Rent and Utilities	1,230.19	3,500.00	35.1%	2,361.56	5,500.00	42.9%	25,000.00
56000 · Supplies							
56200 · Janitorial & Safety Supplies	1,144.32	200.00	572.2%	1,942.66	400.00	485.7%	6,500.00
56300 · Department & Office Supplies	783.39	500.00	156.7%	1,293.10	1,000.00	129.3%	7,000.00
56400 · Uniforms	3,594.33	2,500.00	143.8%	3,844.48	2,500.00	153.8%	8,000.00
56500 · Postage and Delivery	139.95	75.00	186.6%	193.31	150.00	128.9%	900.00
Total 56000 · Supplies	5,661.99	3,275.00	172.9%	7,273.55	4,050.00	179.6%	22,400.00
57000 · Repairs and Maintenance							
57100 · Equipment Repairs/Maintenance	0.00	750.00	0.0%	1,030.78	750.00	137.4%	2,500.00
57200 · Building Repairs/Maintenance	508.51	0.00	100.0%	1,571.99	2,500.00	62.9%	15,000.00
57250 · Bus Stop Repairs/Maint	157.97	0.00	100.0%	157.97	0.00	100.0%	3,500.00
57300 · Grounds Repairs/Maintenance	0.00	0.00	0.0%	0.00	0.00	0.0%	7,000.00
57400 · Bike Share Repairs/Maintenance	0.00	0.00	0.0%	0.00	0.00	0.0%	1,500.00
57500 · Janitorial Services	182.00	200.00	91.0%	364.00	400.00	91.0%	6,000.00
Total 57000 · Repairs and Maintenance	848.48	950.00	89.3%	3,124.74	3,650.00	85.6%	35,500.00

MRTA - Operations Main
Revenue & Expenditures Budget Performance
November 2016

	Nov 16	Budget	% of Budget	Oct - Nov 16	YTD Budget	% of Budget	Annual Budget
58000 · Communications Expense							
58100 · Office Phone Expense	557.43	375.00	148.6%	898.69	750.00	119.8%	4,500.00
58200 · Cell & Two-Way Mobile	648.00	1,000.00	64.8%	1,394.73	2,000.00	69.7%	13,000.00
58300 · Internet/Website	1,029.45	250.00	411.8%	1,424.46	500.00	284.9%	3,000.00
58400 · On-Board Vehicle Computers	0.00	0.00	0.0%	750.00	0.00	100.0%	13,500.00
Total 58000 · Communications Expense	2,234.88	1,625.00	137.5%	4,467.88	3,250.00	137.5%	34,000.00
59000 · Travel and Training							
59100 · Vehicle/Airfare	0.00	0.00	0.0%	342.96	0.00	100.0%	1,500.00
59200 · Lodging	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
59300 · Food/Meals/Entertainment	262.81	0.00	100.0%	262.81	0.00	100.0%	1,500.00
59400 · Training/Education	0.00	0.00	0.0%	0.00	0.00	0.0%	500.00
59500 · Safety Curriculum	0.00	500.00	0.0%	0.00	500.00	0.0%	3,500.00
Total 59000 · Travel and Training	262.81	500.00	52.6%	605.77	500.00	121.2%	8,000.00
60000 · Business Expenses							
60100 · Vehicle Registration Fees	92.46	0.00	100.0%	139.38	100.00	139.4%	1,000.00
60400 · Membership,Dues & Subscriptions	84.48	1,500.00	5.6%	1,392.56	1,500.00	92.8%	3,500.00
60500 · Bank Fees	81.56	41.67	195.7%	100.65	83.34	120.8%	500.00
Total 60000 · Business Expenses	258.50	1,541.67	16.8%	1,632.59	1,683.34	97.0%	5,000.00
61000 · Advertising							
61100 · Print Advertising	198.95	1,000.00	19.9%	1,049.33	2,000.00	52.5%	12,000.00
61200 · Radio Advertising	0.00	0.00	0.0%	0.00	0.00	0.0%	1,500.00
61300 · Online Advertising	0.00	250.00	0.0%	0.00	500.00	0.0%	3,000.00
61400 · Vehicle Graphics	4,623.75	0.00	100.0%	8,978.75	4,000.00	224.5%	10,000.00
61500 · Bus Adv. Contract	3,626.29	1,333.33	272.0%	3,626.29	2,666.66	136.0%	16,000.00
Total 61000 · Advertising	8,448.99	2,583.33	327.1%	13,654.37	9,166.66	149.0%	42,500.00
62000 · Marketing and Promotion							
62100 · Info. Displays-Stop Signage	391.24	2,500.00	15.6%	485.02	2,500.00	19.4%	6,000.00
62200 · Graphic Design	10,180.00	3,000.00	339.3%	10,180.00	9,000.00	113.1%	14,000.00
62300 · Promotional Items	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
62400 · Customer Events and Misc.	5.00	0.00	100.0%	64.00	0.00	100.0%	2,000.00
62500 · Staff Appreciation/ Events	167.75	400.00	41.9%	366.66	500.00	73.3%	4,000.00
Total 62000 · Marketing and Promotion	10,743.99	5,900.00	182.1%	11,095.68	12,000.00	92.5%	27,000.00
63000 · Printing and Reproduction							
63100 · Copies, Passes & Flyers	686.90	600.00	114.5%	1,003.69	800.00	125.5%	2,500.00
63200 · Schedules, Maps & Brochures	6,766.00	5,000.00	135.3%	6,766.00	5,000.00	135.3%	10,000.00
63000 · Printing and Reproduction - Other	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
Total 63000 · Printing and Reproduction	7,452.90	5,600.00	133.1%	7,769.69	5,800.00	134.0%	12,500.00
64000 · Fuel Expense	14,388.32	18,000.00	79.9%	24,095.80	34,000.00	70.9%	222,957.00
65000 · Vehicle Maintenance							
65100 · Parts Expense							
65150 · Vehicle Maintenance- freight	170.17	250.00	68.1%	433.93	500.00	86.8%	3,000.00
65100 · Parts Expense - Other	8,563.95	10,000.00	85.6%	20,757.47	18,000.00	115.3%	100,000.00
Total 65100 · Parts Expense	8,734.12	10,250.00	85.2%	21,191.40	18,500.00	114.5%	103,000.00
65200 · Fluids Expense	1,563.34	1,500.00	104.2%	2,925.13	3,000.00	97.5%	19,000.00
65300 · Tires Expense	5,785.96	15,000.00	38.6%	11,806.33	30,000.00	39.4%	39,000.00
65400 · Purchased Services	155.00	0.00	100.0%	1,579.00	0.00	100.0%	10,000.00
65500 · Vehicle Computer/Diagnostic	225.54	333.33	67.7%	1,367.19	666.66	205.1%	4,000.00
65600 · Vehicle Glass/Windshield Repai	476.23	200.00	238.1%	743.06	400.00	185.8%	5,500.00
Total 65000 · Vehicle Maintenance	16,940.19	27,283.33	62.1%	39,612.11	52,566.66	75.4%	180,500.00

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Accrual Basis

MRTA - Operations Main
Revenue & Expenditures Budget Performance
November 2016

	Nov 16	Budget	% of Budget	Oct - Nov 16	YTD Budget	% of Budget	Annual Budget
69500 - Contingency Expense	5,000.00	5,000.00	100.0%	10,000.00	10,000.00	100.0%	60,000.00
Total Expense	236,949.34	234,908.33	100.9%	420,807.06	488,006.66	86.2%	2,803,898.00
Net Ordinary Income	35,895.22	-16,746.24	-214.3%	95,820.93	-45,782.48	-209.3%	0.00
Net Income	<u>35,895.22</u>	<u>-16,746.24</u>	<u>-214.3%</u>	<u>95,820.93</u>	<u>-45,782.48</u>	<u>-209.3%</u>	<u>0.00</u>



CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	MOUNTAIN RIDES CONTROL ACCOUNT
Account Number	4856 2002 2244 5010
Statement Closing Date	11/01/16
Days in Billing Cycle	29
Next Statement Date	12/01/16

Credit Line	\$15,000
Available Credit	\$10,366

For 24-Hour Customer Service Call:
866-453-7614

Inquiries or Questions:
WF Business Direct PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$4,612.21
Current Payment Due (Minimum Payment)	\$91.00
Current Payment Due Date	11/22/16

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$2,979.08
Credits	- \$773.98
Payments	- \$2,955.10
Purchases & Other Charges	+ \$5,362.21
Cash Advances	+ \$0.00
Finance Charges	+ \$0.00
New Balance	= \$4,612.21

paid by ops 3,612.21 +
paid by Capital - 1,000.00 +
4,612.21 *

Wells Fargo Business Card Rewards - Legacy

Membership No:	05387331
Previous Balance	12,728
Points Earned this Month	4,612
Points From Other Company Cards	0
Bonus Points Earned	0
Adjustments	0
Earn More Mall® Bonus Points	0
Redeemed	- 0
Total Available	= 17,340

Rewards Notice

Point balance and rewards program information available online 24 hours a day, 7 days a week at wellsfargorewards.com

See reverse side for important information.



Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	14.490%	.03969%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	24.240%	.06641%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

PAYMENT OF AMOUNT IN DISPUTE \$23.98 NOT REQUIRED.

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
KIMBERLY MACPHERSON	7363	7,500	\$1,604.31
4856200228941715	1715		\$2,764.26
BEN VARNER	0102	7,500	\$773.98
JAMES FINCH	3456	9,000	\$993.64

Transaction Details

& Item was transferred from lost/stolen account

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans	Post	Reference Number	Description	Credits	Charges
10/19	10/19	7485620MN0A910A18	Branch Payment - Check	2,955.10	
			TOTAL 4856200222445010		\$2,955.10-

Transaction Summary For KIMBERLY MACPHERSON Sub Account Number Ending In 7363

10/11	10/11	2401339ME01ELRL9M	F-Stop Camera & Video KETCHUM ID		36.52
10/12	10/12	2416407MEQ5F3GYZX	USPS 15477503435503259 KETCHUM ID		94.00
10/13	10/13	2449215MFS0P7G2D6	PAYPAL *CHIMXAM 402-935-7733 CA		99.00
10/13	10/13	2449215MFS0P7LR5G	PAYPAL *CHIMXAM 402-935-7733 CA		99.00
10/18	10/18	2464373MLWGNFRKGJ	FISHER APPLIANCE 208-726-2622 ID		999.00
10/19	10/19	2469216MM00FRGSHK	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		9.89
10/20	10/20	2461043MP03R578HL	ADOBE *CREATIVE CLOUD 800-833-6687 CA		34.99
10/21	10/21	2469216MP00MJNZN2	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		9.65
10/26	10/26	2469216MW00EFQAR6	GOTPRINT.COM 818-252-3000 CA		103.42
10/27	10/27	2469216MX0051D3AV	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		118.84
			TOTAL \$1,604.31		
			KIMBERLY MACPHERSON / Sub Acct Ending In 7363		

Transaction Summary For 4856200228941715 Sub Account Number Ending In 1715

10/05	10/05	2426979M82XD31WV2	NORTHWEST BUS SALES FEDERAL WAY WA		1,000.00
10/06	10/06	2449398M9605HLGGD	HQ DMV 208-334-8762 ID		23.00
10/06	10/06	2449398M9613DKAVE	ITD SERVICE FEE 208-334-8762 ID		0.46
10/06	10/06	2449398M9613DKAVE	LYLE REARSON CO BOISE ID		1,740.80

BE - VEHICLES - 40 ch

10/06 10/06 2449398M9613DKAVE
10/06 10/06 2449398M98AEMY9FH

ITD SERVICE FEE 208-334-8762 ID
LYLE PEARSON CO BOISE ID

TOTAL \$2,764.26

4856200228941715 / Sub Acct Ending In 1715

0.46
1,740.80

Transaction Summary For **BEN VARNER**
Sub Account Number Ending In **0102**

Ben - new - closed - don't have one doesn't

09/02 10/04 F592100ML000TF292
10/02 10/04 F592100ML000TF292
10/13 10/13 &F592100MJ000IXFRL

ITEM TRANSFER, ACCT BAL TRANSFER (TF)
ITEM TRANSFER, ACCT BAL TRANSFER (TF)
LYLE PEARSON CO BOISE ID

11.99
11.99
750.00

TOTAL \$773.98-

BEN VARNER / Sub Acct Ending In 0102

Transaction Summary For **JAMES FINCH**
Sub Account Number Ending In **3456**

10/12 10/12 2469216ME00G6BH2F
10/13 10/13 2463269MGEJ68APTD
10/17 10/17 2490641MK0X6N22YR

VBS*VONAGE BUSINESS 866-901-0242 GA
PIPECO KETCHUM KETCHUM ID
Dropbox*TDXPKJKDTVY3 888-4468396 CA

58100 / 800 / 10 267.00
58300 / 800 / 10 1.49
65.69

5596 0004 YTG

1 7 1 161101 0

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10 5921 0200 BXIJ 01005596

16406

CONTROL ACCOUNT account ending 5010
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Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
10/19	10/19	2449215MN61E5N24T	PLATT ELECTRIC 105 HAILEY ID		179.20
10/19	10/19	2469216MM00HEQZ1X	VBS*VONAGE BUSINESS 866-901-0242 GA		26.85
10/20	10/20	2461043MP03R5711V	ADOBE *ACROPRO SUBS 800-833-6687 CA	<i>60400 / 800 / 10</i>	14.99
10/21	10/21	2469216MP00NN6MHW	VBS*VONAGE BUSINESS 866-901-0242 GA		68.99
10/21	10/21	2490641MP0XA9RNZ7	CTC*CONSTANTCONTACT.COM 855-2295506 MA	<i>62400 / 610 / 20</i>	5.00
10/25	10/25	2405523MW5S8EVL1R	NATIONAL TOOL GRINDING 814-455-9400 PA	<i>Survey money</i>	266.50
10/26	10/26	2469216MW00GZA1FL	EAUTOREPAIR.NET 888-724-6742 CA		25.99
10/26	10/26	2469216MW00GZA1FQ	EAUTOREPAIR.NET 888-724-6742 CA		25.99
10/31	10/31	2432743N1K8B95QRP	EASY PACK INCORPORATED KETCHUM ID		45.95
			TOTAL	\$993.64	
JAMES FINCH / Sub Acct Ending In 3456					

Wells Fargo News

Now there are no foreign transaction fees when you make international purchases or travel outside of the U.S. With your Wells Fargo Business Card, you can take your business anywhere around the world and have the confidence you'll get:

-No foreign transaction fees on your purchases

-Enhanced security with chip card technology

"No foreign transaction fees" applies to business credit cards issued by Wells Fargo, and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wells Fargo.com.

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01/13/17

Accrual Basis

MRTA - Operations Main
Checks Issued
As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
11100 - Mountain West Checking						96,650.12
Liability Check	11/01/2016	E-pay	United States Treasury	82-0382250 QB Tracking # 391602397	-11,328.04	85,322.08
Deposit	11/01/2016			Deposit	135.00	85,457.08
Liability Check	11/02/2016		QuickBooks Payroll Service	Created by Payroll Service on 11/01/2016	-34,637.75	50,819.33
Paycheck	11/03/2016	DD	Aguilar, Hortencia	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Conlago, Maira P.	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Cosio-Tamayo, Jeronimo	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Espinoza-Mercado, Franck	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Finch, James F	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Garcia-Izarraras, Gerardo	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Gray, Stuart	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Heuett, Kelly M	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Johnson, Mark F	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Kelly, David W	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Kirkpatrick, Wendy J	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Knudson, Michael W	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Leamon, Connor	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Leon, Teofilo O	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	MacPherson, Kim	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Miller, Jason M	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Nestor, Robert A	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Romero-Campos, Raul	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Selisch, Kurt	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Smith, Scott A	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Sproule, William	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Tellez, Carlos	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Thea, Karen J	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Torres, April L	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Uberuaga, Richard S	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Varner, Benjamin N	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Victorino, Jose L	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Wahlgren, Allan	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Walsh, Murray S.	Direct Deposit	0.00	50,819.33
Paycheck	11/03/2016	DD	Williams-Mehra, Colleen	Direct Deposit	0.00	50,819.33
Deposit	11/03/2016			Deposit	67.67	50,887.00
Liability Check	11/03/2016	6233	Idaho Child Support Receipting	326231	-200.76	50,686.24
Liability Check	11/03/2016	ACH	Mountain Rides Transportation	WFH Apt Rent	-250.00	50,436.24
Liability Check	11/03/2016	ACH	MRTA	Mountain Rides FSA	0.00	50,436.24
Deposit	11/04/2016			Deposit	113.00	50,549.24
Deposit	11/04/2016			Deposit	491.00	51,040.24
Deposit	11/04/2016			Deposit	5,410.00	56,450.24
Bill Pmt -Check	11/07/2016	6185	L.L. Green's Hardware		-19.76	56,430.48
Bill Pmt -Check	11/07/2016	6186	Copy & Print		-128.51	56,301.97
Bill Pmt -Check	11/07/2016	6187	Gillig LLC	36869600	-2,121.91	54,180.06
Bill Pmt -Check	11/07/2016	6188	NAPA Auto Parts		-3,490.51	50,689.55
Bill Pmt -Check	11/07/2016	6189	AC Houston Lumber Company	16203-1	-185.01	50,504.54
Bill Pmt -Check	11/07/2016	6190	Access Idaho		-137.10	50,367.44
Bill Pmt -Check	11/07/2016	6191	Allstar Property Services, Inc.		-182.00	50,185.44
Bill Pmt -Check	11/07/2016	6192	Atkinsons' Grocery		-37.45	50,147.99

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Accrual Basis

MRTA - Operations Main
Checks Issued
As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	11/07/2016	6193	Business As Usual		-40.78	50,107.21
Bill Pmt -Check	11/07/2016	6194	Certified Folder Display Service...	14-0086946	-76.00	50,031.21
Bill Pmt -Check	11/07/2016	6195	City of Ketchum		-318.43	49,712.78
Bill Pmt -Check	11/07/2016	6196	Clear Creek Disposal	1327	-98.08	49,614.70
Bill Pmt -Check	11/07/2016	6197	Clear Mind Graphics, Inc		-3,300.00	46,314.70
Bill Pmt -Check	11/07/2016	6198	Cummins Rocky Mountain LLC		-124.13	46,190.57
Bill Pmt -Check	11/07/2016	6199	Express Publishing Inc.		-245.93	45,944.64
Bill Pmt -Check	11/07/2016	6200	Frank Espinoza		-60.00	45,884.64
Bill Pmt -Check	11/07/2016	6202	Gem State Welders Supply Inc.		-8.06	45,876.58
Bill Pmt -Check	11/07/2016	6203	GO-FER IT Express Inc.		-86.00	45,790.58
Bill Pmt -Check	11/07/2016	6204	Greyhound Design		-157.50	45,633.08
Bill Pmt -Check	11/07/2016	6205	Hailey Chamber of Commerce		-165.00	45,468.08
Bill Pmt -Check	11/07/2016	6206	Jackson Group Peterbilt, Inc.	3551	-314.04	45,154.04
Bill Pmt -Check	11/07/2016	6207	Ketchum Computers, Inc.		-270.00	44,884.04
Bill Pmt -Check	11/07/2016	6208	Kimberly L Richmond	10/16/16 - 10/31/16	-461.25	44,422.79
Bill Pmt -Check	11/07/2016	6210	Lawson Products, Inc.	Acc# 10140112	-833.47	43,589.32
Bill Pmt -Check	11/07/2016	6212	Lyle Pearson	Acct #84512	-90.21	43,499.11
Bill Pmt -Check	11/07/2016	6213	Minert & Associates, Inc.	Acct #161645	-617.00	42,882.11
Bill Pmt -Check	11/07/2016	6214	National Benefit Services, LLC		-135.00	42,747.11
Bill Pmt -Check	11/07/2016	6215	Oil Price Information Service		-114.00	42,633.11
Bill Pmt -Check	11/07/2016	6216	RouteMatch Software		-750.00	41,883.11
Bill Pmt -Check	11/07/2016	6217	Silver Creek Ford		-170.05	41,713.06
Bill Pmt -Check	11/07/2016	6218	St Luke's Clinic - Hailey	940000328	-74.00	41,639.06
Bill Pmt -Check	11/07/2016	6219	Sun Valley Auto Club LLC		-1,381.00	40,258.06
Bill Pmt -Check	11/07/2016	6220	SV Marketing Alliance formerly ...		-200.00	40,058.06
Bill Pmt -Check	11/07/2016	6221	Thornton Heating & Sheet Met...		-374.05	39,684.01
Bill Pmt -Check	11/07/2016	6222	Times-News	Acct #164-60010207	-259.45	39,424.56
Bill Pmt -Check	11/07/2016	6223	TransitTalent.com LLC		-95.00	39,329.56
Bill Pmt -Check	11/07/2016	6224	United Oil		-8,383.12	30,946.44
Bill Pmt -Check	11/07/2016	6225	Western Integrated Technologies		-165.24	30,781.20
Bill Pmt -Check	11/07/2016	6227	Window Welder Inc.		-266.83	30,514.37
Bill Pmt -Check	11/07/2016	6228	Schaeffer MFG. CO.	1140316	-929.46	29,584.91
Check	11/07/2016	6201	Void	VOID:	0.00	29,584.91
Bill Pmt -Check	11/07/2016	6229	GEM State Paper & Supply Co.		-377.97	29,206.94
Check	11/07/2016	6211	Void	VOID:	0.00	29,206.94
Bill Pmt -Check	11/07/2016	6230	Les Schwab	117-00888	-2,175.41	27,031.53
Bill Pmt -Check	11/07/2016	6231	River Run Auto Parts, Inc.		-6.99	27,024.54
Check	11/07/2016	6226	Void	VOID:	0.00	27,024.54
Bill Pmt -Check	11/07/2016	6232	White Cloud Communications I...		-288.00	26,736.54
Deposit	11/07/2016			Deposit	84,663.75	111,400.29
Check	11/07/2016	ACH	Facilities Fund	monthly transfer- Oct 2016	-7,171.87	104,228.42
Check	11/07/2016	ACH	Contingency Fund	monthly transfer Oct 2016	-5,000.00	99,228.42
Check	11/07/2016	ACH	Capital Equipment Fund	monthly transfer Oct 2016	-7,171.88	92,056.54
Deposit	11/07/2016			Deposit	1,666.67	93,723.21
Check	11/07/2016	6209	Void	VOID:	0.00	93,723.21
Bill Pmt -Check	11/07/2016	ACH	Intermtn Gas #450 916 6521 1	acct # 45091665211	-37.84	93,685.37
Bill Pmt -Check	11/07/2016	ACH	Intermtn Gas Co #826 580 300...	#826 580 3000 0	-97.96	93,587.41
Deposit	11/09/2016			Deposit	55,140.00	148,727.41
Deposit	11/09/2016			Deposit	515.00	149,242.41

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Checks Issued
As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	11/09/2016			Deposit	723.41	149,965.82
Deposit	11/11/2016			Deposit	925.00	150,890.82
Bill Pmt -Check	11/14/2016	6235	Six Roblees' Inc.	64830	-450.64	150,440.18
Bill Pmt -Check	11/14/2016	6236	AlSCO		-386.65	150,053.53
Bill Pmt -Check	11/14/2016	6237	UPS Store - 2444 (Ketchum)		-102.08	149,951.45
Check	11/14/2016	6234	Void	VOID:	0.00	149,951.45
Bill Pmt -Check	11/14/2016	6238	Rush Truck Centers		-3,085.09	146,866.36
Bill Pmt -Check	11/14/2016	6239	Lawson Laski Clark & Pogue, ...		-253.50	146,612.86
Bill Pmt -Check	11/14/2016	6240	Allan Wahlgren'		-60.00	146,552.86
Bill Pmt -Check	11/14/2016	6241	B&W Wrecker Service	Acct #16-0232948	-1,225.00	145,327.86
Bill Pmt -Check	11/14/2016	6242	Ben Varner'	expense reimbursement	-83.00	145,244.86
Bill Pmt -Check	11/14/2016	6243	ITD - Special Plates		-69.00	145,175.86
Bill Pmt -Check	11/14/2016	6244	Johnny G's Sub Shack		-92.99	145,082.87
Bill Pmt -Check	11/14/2016	6245	Nicole Brown		-3,490.63	141,592.24
Bill Pmt -Check	11/14/2016	6246	RouteMatch Software		-300.00	141,292.24
Bill Pmt -Check	11/14/2016	6247	Social Bicycles Inc.		-320.00	140,972.24
Bill Pmt -Check	11/14/2016	6248	Sun Valley Auto Club LLC		-1,251.00	139,721.24
Bill Pmt -Check	11/14/2016	6249	White Cloud Communications I...		-737.64	138,983.60
Bill Pmt -Check	11/14/2016	6250	Davis Embroidery		-2,766.45	136,217.15
Bill Pmt -Check	11/14/2016	6251	Wells Fargo		-3,612.21	132,604.94
Liability Check	11/14/2016	E-pay	United States Treasury	82-0382250 QB Tracking # 395685397	-11,487.88	121,117.06
Bill Pmt -Check	11/14/2016	ACH	National Benefit Services, LLC		-291.83	120,825.23
Deposit	11/14/2016			Deposit	51,728.33	172,553.56
Deposit	11/14/2016			Deposit	636.05	173,189.61
Deposit	11/15/2016			Deposit	217.27	173,406.88
Deposit	11/15/2016			Deposit	728.00	174,134.88
Deposit	11/15/2016			Deposit	161.75	174,296.63
Deposit	11/15/2016			Deposit	747.50	175,044.13
Liability Check	11/16/2016		QuickBooks Payroll Service	Created by Payroll Service on 11/14/2016	-35,400.10	139,644.03
Paycheck	11/17/2016	DD	Aguilar, Hortencia	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Conlago, Maira P.	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Cosio-Tamayo, Jeronimo	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Ellsworth, Bryson D	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Espinoza-Mercado, Franck	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Finch, James F	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Garcia-Izarraras, Gerardo	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Gray, Stuart	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Grubbs, Torrey E	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Heuett, Kelly M	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Johnson, Mark F	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Kelly, David W	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Kirkpatrick, Wendy J	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Knudson, Michael W	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Leamon, Connor	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Leon, Teofilo O	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	MacPherson, Kim	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Miller, Jason M	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Nestor, Robert A	Direct Deposit	0.00	139,644.03
Paycheck	11/17/2016	DD	Romero-Campos, Raul	Direct Deposit	0.00	139,644.03

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Type	Date	Num	Name	Memo	Amount	Balance	
Paycheck	11/17/2016	DD	Selisch, Kurt	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Smith, Scott A	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Sproule, William	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Tellez, Carlos	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Thea, Karen J	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Torres, April L	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Uberuaga, Richard S	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Varner, Benjamin N	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Victorino, Jose L	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Wahlgren, Allan	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Walsh, Murray S.	Direct Deposit	0.00	139,644.03	
Paycheck	11/17/2016	DD	Williams-Mehra, Colleen	Direct Deposit	0.00	139,644.03	
Liability Check	11/17/2016	6252	Idaho Child Support Receipting	326231	-200.76	139,443.27	
Liability Check	11/17/2016	ACH	Mountain Rides Transportation	WFH Apt Rent	-250.00	139,193.27	
Liability Check	11/17/2016	ACH	MRTA	Mountain Rides FSA	0.00	139,193.27	
Deposit	11/17/2016			Deposit	1,340.75	140,534.02	
Deposit	11/17/2016			Deposit	90.37	140,624.39	
Liability Check	11/21/2016	TAP	Idaho State Tax Commission	000186434	-3,717.00	136,907.39	
Bill Pmt -Check	11/21/2016	ACH	Idaho Power Acc#2204788885		-292.66	136,614.73	
Bill Pmt -Check	11/21/2016	6253	Clear Mind Graphics, Inc		-880.00	135,734.73	
Bill Pmt -Check	11/21/2016	6254	Hawley Graphics, Inc.		-1,615.00	134,119.73	
Bill Pmt -Check	11/21/2016	6255	Kimberly L Richmond	11/1/16 - 11/15/16	-596.25	133,523.48	
Bill Pmt -Check	11/21/2016	6256	State Insurance Fund	Policy # 495600	Worker's Comp	-15,530.00	117,993.48
Bill Pmt -Check	11/21/2016	6257	Sun Valley Auto Club LLC		-195.00	117,798.48	
Bill Pmt -Check	11/21/2016	6258	United Oil		-7,159.77	110,638.71	
Bill Pmt -Check	11/21/2016	6259	Woodland Service, LLC		Pulley & Ratchet	-946.28	109,692.43
Bill Pmt -Check	11/21/2016	6260	Northwest Equipment Sales, Inc.		-17.50	109,674.93	
Deposit	11/21/2016			Deposit	785.65	110,460.58	
Bill Pmt -Check	11/22/2016	ACH	National Benefit Services, LLC		-278.97	110,181.61	
Deposit	11/23/2016			Deposit	631.30	110,812.91	
Bill Pmt -Check	11/26/2016	ACH	Verizon Wireless	942013229	-8.73	110,804.18	
Bill Pmt -Check	11/28/2016	6262	Superior Door Co.		-150.00	110,654.18	
Bill Pmt -Check	11/28/2016	6263	Carlos Tellez'	expense reimbursement	-12.70	110,641.48	
Bill Pmt -Check	11/28/2016	6264	Kim MacPherson'	expense reimbursement	-15.00	110,626.48	
Bill Pmt -Check	11/28/2016	6265	Scott Smith	expense reimbursement	-12.37	110,614.11	
Bill Pmt -Check	11/28/2016	6266	Express Printing & Lithography		Bus Schedules	-6,766.00	103,848.11
Bill Pmt -Check	11/28/2016	6267	Clear Mind Graphics, Inc		New Website	-6,000.00	97,848.11
Check	11/28/2016	6261	Void	VOID:	0.00	97,848.11	
Deposit	11/29/2016			Deposit	791.50	98,639.61	
Deposit	11/29/2016			Deposit	1,500.00	100,139.61	
Deposit	11/29/2016			Deposit	6,742.50	106,882.11	
Deposit	11/29/2016			Deposit	0.05	106,882.16	
Liability Check	11/30/2016	ACH	Aflac	DQR88	-478.20	106,403.96	
Liability Check	11/30/2016		QuickBooks Payroll Service	Created by Payroll Service on 11/29/2016	-38,507.59	67,896.37	
Liability Check	11/30/2016	6269	Blue Cross of Idaho	10034150-R001	-1,324.84	66,571.53	
Liability Check	11/30/2016	6270	Regence Blue Shield of Idaho	10030031	-16,077.60	50,493.93	
Deposit	11/30/2016			Deposit	266.00	50,759.93	
Deposit	11/30/2016			Deposit	67.67	50,827.60	

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MRTA - Operations Main
Checks Issued
As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	11/30/2016			Deposit	48.65	50,876.25
Deposit	11/30/2016			Interest	4.60	50,880.85
Total 11100 - Mountain West Checking					-45,769.27	50,880.85
TOTAL					-45,769.27	50,880.85

After review, I have determined that each payment listed on this report is correct as to payee and amount, and is for a proper and authorized purpose, except as otherwise explained below.

Exceptions: 1) None or 2) see below. (Circle One)

 Signed

Business Mgr. Title

1/18/17

Date