Submit by Email

2010
APPLICATION GUIDELINE BOOKLET

Federal fiscal year 2011

Federal Transit Administration
49 U.S.C.

SECTION 5310

Capital Assistance Program
For
Elderly and Persons with Disabilities

Multimodal Operations Division
Missouri Department of Transportation (MoDOT)
Revised January 5, 2010

SCHEDULE OF EVENTS

January 2010……..... Applications distributed /available online

July 1, 2010……Applications to MoDOT must be postmarked by this date

October – December 2010…….State application submitted to FTA

December 31, 2010……...Federal action announced

December 2010…….Applicants will be notified of funding decisions by MoDOT

February 2011……...…..Vehicles ordered

May 2011……..…Begin delivery of straight vans

September 2011……...…Begin delivery of mini-buses

October 2011……..……Begin delivery of modified vans

** Please note that these are estimated dates and are subject to change due to delays in Federal disbursement, problems with the manufacturer or vendor. The Department makes every attempt to keep this schedule, however, at times there are situations that we cannot control that may cause delays.

** Also, please note any and all Missouri Department of Transportation address and staff changes and make sure that your letters and notices are up to date.

For information call or write:
Chris Brundin
Multimodal Operations, Transit
Missouri Department of Transportation
P.O. Box 270
Jefferson City, Missouri 65102
Phone No. (573) 526-5500 Fax No. (573) 526-4709
Christina.Brundin@modot.mo.gov

INTRODUCTION

The Elderly and Persons with Disabilities Program, Section 5310 of Title 49, United States Code provides capital assistance to meet the transportation needs of elderly and/or persons with disabilities where public transportation services are unavailable, insufficient or inappropriate.

The Missouri Department of Transportation (MoDOT) administers the program and has limited funds to purchase vehicles and/or accessibility equipment (lifts and restraints, no ramps).

Transportation agencies that receive vehicles may be part of a coordinated system open to all elderly and/or persons with disabilities. Ridership may be open to other members of the general public, once the immediate transportation needs as described in the grant recipient's application are satisfied.

ELIGIBLE RECIPIENTS

Nonprofit organizations providing transportation services to the elderly and/or persons with disabilities are eligible for funding. Public entities may also apply if they demonstrate there are no other providers capable of providing the proposed service or that they are best able to coordinate moneys and equipment within the proposed service area.

Nonprofit corporations must include a copy of their **Nonprofit Corporation Certification Number** issued by the Missouri Secretary of State and a copy of their **federal or state tax exempt letter** with their application.

Current, active agencies already having Section 5310 vehicles in service that have not returned Annual Certifications of Use and Vehicle Usage reports from the previous year are not eligible for funding consideration.

FINANCIAL INFORMATION

Local Match - Local match must be in cash from non-federal sources: local fund raising, local, county or state revenues (federal moneys are exempt as match). A letter of confirmation from your funding sources must be included as Appendix F of your application. This program normally pays 80% of the total cost of the approved equipment, and the applying agency is required to provide 20% local matching funds.

Operating Funds - Written confirmation is required (Appendix G) stating that the applying agency will have the necessary operating monies to do the service proposed. These operating monies may come from federal, state, county or local sources.

DISTRIBUTION OF FUNDS

To ensure all areas of the state have access to the program, funds are initially reserved for the seven urbanized areas and the balance of the state based on population from the most recent census. If an urbanized area does not utilize its reserved amount, it will be redistributed throughout the state, with no carry over to the next funding cycle.

APPLICATION EVALUATIONS

Urbanized areas (population 50,000+)

There are seven urbanized areas in Missouri served by Metropolitan Planning Organizations (MPO's). These are Columbia, Jefferson City, Joplin, Kansas City, Springfield, St. Joseph and St. Louis. Each area MPO has an evaluation system approved by MoDOT for making funding recommendations. Applicants should contact their respective MPO for specific instructions and deadlines. The MPO will submit their list to MoDOT on who should receive funding within their area. **The percentage of funding received by a particular MPO is based on the 2000 Census population figures. Final funding decisions rest with MoDOT**.

For non-urbanized areas, the **original** application (with **original** signatures) must be sent to the Missouri Department of Transportation, **postmarked no later than July 1, 2010**.

COLUMBIA
Includes the city of Columbia.
Contact is Mr. Mitch Skov, Transportation Planner at (573) 874-7243.
Deadline is July 1, 2010. (Receives 1.7 % of total funding)

JEFFERSON CITY
Includes Jefferson City.
Contact is Alan Morrison, Transportation Planner at (573) 634-6410.
Deadline is July 1, 2010. (Receives 1% of total funding)

JOPLIN
Includes the cities of Joplin, Webb City, Duquesne, Overland Park and Saginaw.
Contact is Mr. Troy Bolander at (417) 624-0820 ext. 511.
Deadline is July 1, 2010. (Receives 1.3 % of total funding)

KANSAS CITY
Includes the counties of Cass, Clay, Jackson, Platte and Ray.
Contact is Mr. Stewart Nelson at (816) 474-4240.
Deadline is July 1, 2010. (Receives 15.1 % of total funding)
Funding recommendations are made by the Special Transportation Advisory Committee (STAC), a sub-committee of the Mid-America Regional Council (MARC) metropolitan planning organization.

SPRINGFIELD
Includes the cities of Springfield, Nixa, Ozark, Fremont Hills, Republic Battlefield, Willard, Stafford and Brookline.
Contact is Ms. Sara Edwards at (417) 864-1093.
Deadline is June 1, 2010. (Receives 3.8 % of total funding)

ST. JOSEPH
Includes the city of St. Joseph.
Contact is Mr. Andrew Clements at (816) 271-5324.
Deadline is April 15, 2010. (Receives 1.3 % of total funding)
**Please note there is supplemental information required for St. Joseph applicants. Contact Mr. Clements for details.

ST. LOUIS
Includes the counties of St. Louis, St. Charles, the City of St. Louis and portions of the counties of Jefferson and Franklin.
Contact person is Mr. Jim Wild at (314) 421-4220.
Deadline is April 16, 2010. (Receives 30.3 % of total funding)

Funding recommendations are made by the Paratransit Advisory Committee (PAC), an advisory committee to the East-West Gateway Coordinating Council Metropolitan Planning Organization.

All other areas of the State - MoDOT evaluates the remaining applications on the following criteria:

NEED - Maximum of 25 Points (based on mileage)
USAGE - Maximum of 25 Points (based on monthly trips)
SERVICES - Maximum of 30 Points (based on type of trips medical, employment, etc.) if you have more than 24% recreation trips you will receive no points in this category. Note: Some "Inclusion" type trips can be classified under medical.
STAFF DISCRETION - Maximum 10 Points
SERVICE HOURS - Maximum 10 Points (8 hour day)

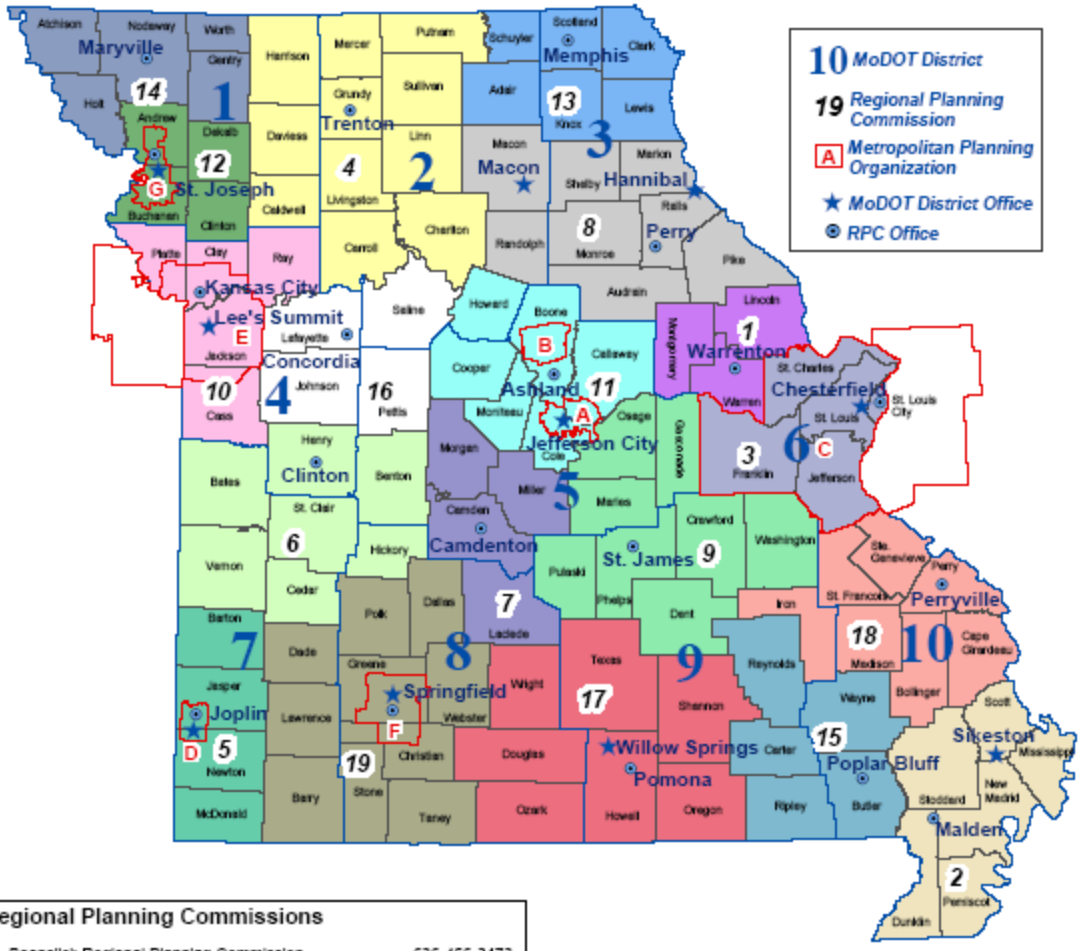
Each vehicle is evaluated and points assigned for each area above, totaled, and ranked for funding.

REVIEWS

Applicant organizations that provide or intend to provide service to the elderly should notify, in writing, the Area Agency on Aging office in the proposed service area. Likewise, agencies providing service to the MR/DD should notify their Regional Council on Developmental Disabilities, the local SB40 Development Disabilities Resource Board, and the local Seniors HB351 Board. If your organization provides service to all of these clients, each agency should be notified. Copies of these letters and the replies must accompany your application.

Projects ***will be required*** to be included in a local coordinated human services transportation plan. Your local Regional Planning Commission (RPC) does these plans. For those organizations that are within one or more RPCs, it is to your advantage to be included in all of the locally coordinated plans.

Missouri Regional Planning Commissions, Metropolitan Planning Organizations and MoDOT Districts



Regional Planning Commissions

1.	Boonslick Regional Planning Commission	636-456-3473
2.	Bootheel Regional Planning & Economic Development Commission	573-614-5178
3.	East-West Gateway Council of Governments	314-421-4220
4.	Green Hills Regional Planning Commission	660-359-5636
5.	Harry S Truman Coordinating Council	417-782-3515
6.	Kaysinger Basin Regional Planning Commission	660-885-3393
7.	Lake of the Ozarks Council of Local Governments	573-346-5616
8.	Mark Twain Regional Council of Governments	573-565-2203
9.	Meramec Regional Planning Commission	573-265-2993
10.	Mid-America Regional Council	816-474-4240
11.	Mid-Missouri Regional Planning Commission	573-657-9779
12.	Mo-Kan Regional Council	816-233-3144
13.	Northeast Missouri Regional Planning Commission	660-465-7281
14.	Northwest Missouri Regional Council of Governments	660-582-5121
15.	Ozark Foothills Regional Planning Commission	573-785-6402
16.	Pioneer Trails Regional Planning Commission	660-463-7934
17.	South Central Ozark Council of Governments	417-256-4226
18.	Southeast Missouri Regional Planning & Economic Development Commission	573-547-8357
19.	Southwest Missouri Council of Governments	417-836-6900

Metropolitan Planning Organizations

A.	Capitol Area Metropolitan Planning Organization	573-634-6410
B.	Columbia Area Transportation Study Organization	573-874-7239
C.	East-West Gateway Council of Governments	314-421-4220
D.	Joplin Area Transportation Study Organization	417-624-0820
E.	Mid-America Regional Council	816-474-4240
F.	Ozarks Transportation Organization	417-864-1093
G.	St. Joseph Area Transportation Study Organization	816-271-5324

MoDOT Districts 1-888-ASK MODOT (275-6636)

Prepared by
Missouri Department of Transportation
Transportation Planning
2217 St. Marys Blvd
Jefferson City, MO 65109
Phone (573) 526-8058 Fax (573) 526-8052
December 27, 2006

FINANCIAL HISTORY

Each applicant organization must submit proof of audit for the three most recent fiscal years. This proof should be in the form of **a review letter** from the auditor or CPA, **not a complete audit**. This requirement may be waived by the transit staff for previous grantees. Applications from organizations without a financial history will not be accepted unless financial capability can be demonstrated.

COORDINATION

A public notice allowing 30 days for response must be printed in local newspapers of the proposed service area and a Publisher's Affidavit submitted to MoDOT. Samples are included in the appendix.

Should there be a negative response from an existing operator, the applicant organization should refer to the **Procedures for Responding to Negative Comments from Existing Operators** found in the appendix.

A protest by a non-profit operator against another does not carry veto power for the proposed project, but will be used by the transit staff for informational purposes in evaluating the application.

VEHICLE REPLACEMENT CRITERIA

Records are maintained indicating vehicles that have been replaced in previous grant cycles. Asking for replacement of a "replaced vehicle" will **void the complete application.**

Vehicles throughout the state will be eligible to be considered for replacement when the following minimum mileage or service life standards are met:

Vans (straight & modified)	100,000/or 4 years in revenue service
Mini-buses (van chassis)	100,000/or 4 years in revenue service
Medium Duty Buses	150,000/or 7 years in revenue service

Each vehicle to be replaced may be inspected by the MoDOT staff.

These minimum standards must be met at the time of application. On a case-by-case basis MoDOT staff may approve a vehicle for replacement that has a history of excessive repair costs (not caused from neglect or lack of scheduled service). This requires prior written confirmation from MoDOT and a copy of the letter must accompany the application packet. There will be no approvals after the application has been received.

EQUIPMENT PURCHASE AND DELIVERY

Specifications for equipment will be written by the MoDOT transit staff, with input from the recipient organization. Purchasing will be done through a competitive bid process administered by MoDOT. You will be asked to submit your local matching funds when deemed necessary by MoDOT. **No vehicles will be delivered prior to receipt of the local match check**. The local match check should be payable to **Missouri Department of Transportation.**

Agencies not forwarding local match checks when requested by MoDOT **will be dropped from future consideration** for vehicles/equipment and funding, and the vehicle(s) will be awarded to another qualified applicant(s).

MoDOT will inspect the vehicle(s) before delivery to your agency. MoDOT will be invoiced for payment of the vehicle(s) and will make payment after they have been inspected and accepted by your agency and MoDOT. Once your vehicle has been delivered, it is your responsibility to relay any problems you find in your inspection of the vehicle(s) to MoDOT immediately. Please be sure to complete and mail in all needed information to the manufacturer, especially the warranty card.

MoDOT will be first lien holder on all titles, and as such, all titles will be held at MoDOT's Transit Section office until a request for disposal has been submitted.

The Federal Transit Administration through MoDOT owns 80% of the vehicle throughout the useful life of the vehicle. **Only MoDOT may determine when the useful life has expired.** You must be given **written approval for vehicle disposal**.

The applicant organization is responsible for maintaining the vehicle according to the vehicle manufacturer's specified service schedule, and is required to have a preventative maintenance schedule in place. The organization will be financially responsible for any loss of vehicle useful life due to lack of maintenance or misuse. In the case of a vehicle that is leased by the applicant organization to a transit service provider, the lessee will be held responsible in that lease agreement for abiding to any and all laws, rules and regulations that the lessor has agreed to in the signed contracts and agreements with the Missouri Department of Transportation. All lease agreements between the applicant organization and the contracted transit provider must be reviewed by the Missouri Department of Transportation, Transit Section.

APPENDICES

SAMPLE LETTER PROVIDER

Mr. George Brown
Brown Cab Company
Newcomb, MO 65302

Dear Mr. Brown:

The Senior Citizens of Newcomb, Inc., intend to make application to the Missouri Department of Transportation for a capital assistance grant which will provide 80% federal funding for equipment used in transporting the elderly and/or persons with disabilities. We are applying for funds to purchase two vans to provide door-to-door transportation to the senior citizens and/or persons with disabilities of Quinton County, including Newcomb. We ask for your comments on our proposal, also letting us know if you could provide the service directly.

The Missouri Department of Transportation gives you 30 days to respond to our request. Please send your comments to me with a copy to the Missouri Department of Transportation, P.O. Box 270, Jefferson City, Missouri 65102.

Sincerely,

Alice Weiss, Executive Director
Senior Citizens of Newcomb, Inc.
603 Greene
Newcomb, MO 65302

SAMPLE PUBLIC NOTICE

TO: Public and Private Transportation Providers

The Senior Citizens of Newcomb, Inc., 503 Greene, Newcomb, MO 65302, provides notice that it intends to apply to the Missouri Department of Transportation for a federal equipment grant to serve the transportation needs of the elderly and/or persons with disabilities in Quinton County, including Newcomb. Persons wishing to comment on this proposed service are requested to do so within 30 days by writing our agency and the Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102.

RESPONDING TO NEGATIVE COMMENTS FROM EXISTING OPERATORS

If negative comments are received by public or private transit or paratransit operators on projects requesting funding under Section 5310 program, the applicant must meet with the complainant to determine how their differences may be resolved and how their services may be coordinated and/or consolidated. Means by which this coordination or consolidation of service may take place are:

1. A contract-for-service or fare-subsidy arrangement between the applicant and the existing operator; or

2. A memorandum of understanding or other agreement between the parties stating how the specialized transportation service market will be divided and how their services will be coordinated.

It is the applicant's responsibility to give existing operators an opportunity to provide the needed service.

In case that no agreement can be reached, the applicant must document his efforts to coordinate with the complainant. The applicant must provide documentation to the Missouri Department of Transportation that the service provided or offered to be provided by the complainant is insufficient or inappropriate in terms of type of service, quantity or quality of service, or cost of service. The complainant will then be given an opportunity to respond to the argument presented by the applicant.

The final decision will be made by the Missouri Department of Transportation whether the proposed 5310 project or part of the proposed project will be considered for funding. The state's decision will be based on:

1. The degree to which the service provided or offered to be provided by the complainant is insufficient or inappropriate to meet the existing need;

2. The degree to which a good-faith effort was made to involve the complainant to the maximum extent feasible in the planning and provision of service.

DEFINITIONS

This section identifies some common terms and definitions as they pertain to the Section 5310 Capital Assistance Program.

MR/DD
Abbreviation for Mental Retardation (or Mentally Retarded) and Developmentally Disabled (Developmental Disabilities)

Elderly Person
An individual who has reached or surpassed 60 years of age

Eligible Applicant
A private nonprofit corporation or public entity that provides or desires to provide transportation services to the elderly and/or persons with disabilities.

HB351 Board
House Bill 351 Board. This is allows governing bodies within counties or cities to vote and approve a tax to be used in providing services for persons sixty years of age or older. For a full definition, please see RSMo 67.990-67.995.

Non-urbanized Area and Rural Areas
Any area outside an urbanized area, and with a population of less than 50,000

Person with Disabilities
Any individual who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including any person who uses a wheelchair or has semi-ambulatory capabilities, is unable without special facilities to utilize public transportation facilities and services effectively (see 49 CFR Part 37.123 Paratransit Eligibility).

Private Nonprofit Corporation
An organization which is incorporated under Chapters 352 or 355 of the Missouri Revised Statutes.

Public Entity
Political subdivisions, cities, counties, etc.

SB40 Board
Senate Bill 40 Board. This is a term used to refer to local county boards for children and adults with developmental disabilities per 205.968 – 205.972 RSMO. SB40 allows individual counties to implement a tax which is collected and used to help children and adults with developmental disabilities. SB40 boards are not required. It is up to each individual county to determine if it wants to form an SB40 board and, if so, the final tax rate to levy on county residents.
.

SB40 board funds are a possible resource for children with autism. Many boards fund Family Directed and respite services as well as individual projects within each county. Some boards accept individual grant proposals on a yearly basis to decide how to spend funds, and some provide scholarships to conferences for parents. Each board is different. You will need to contact your local board to determine policy and funding options.

Urbanized Area

An area in the state designated as an urbanized area by the U.S. Bureau of Census within boundaries which shall be fixed by responsible state and local officials in cooperation with each other, and subject to approval by the Secretary of Transportation. There are seven urbanized areas in Missouri: St. Louis, Kansas City, Springfield, St. Joseph, Jefferson City, Joplin and Columbia.

.

2010
APPLICATION
Federal Transit Administration
49 U.S.C.
SECTION 5310
Capital Assistance Program
For
Elderly and Persons with Disabilities

Legal Name of Organization:_____
(As shown on the incorporation documents)

List all other DBA names: _____

_____

Street Address: _____

Mailing Address: _____

City: _____ Zip: _____

County: _____ Congressional District: _____

State Senate District: _____
State Representative District: _____
RPC/MPO Plan: _____

Phone: (____) _____

Executive Director: _____

Contact Person: _____ Phone: (____) _____

Fax: (____) _____ E-mail address:
_____

<u>Appendix H: REQUIRED:</u>
Nonprofit Corporation Number: __N000-_____
(Issued by the Missouri Secretary of State)

Federal Employer Identification Number (FEIN): _____

_____
Signature of Authorized Official

APPLICATION CHECKLIST

THE FOLLOWING MUST BE SIGNED AND INCLUDED WITH THIS APPLICATION AND *LABELED IN THIS ORDER*

_____	Appendix A	Vehicle Request Form (one for each vehicle requested). This form may be duplicated if necessary
_____	Appendix B	Description of service area, including city and county.
_____	Appendix C	List and description of all vehicles operated by your agency (including disability equipment)
_____	Appendix D	Letters of approval from the following: Area Agency on Aging/ Regional Council on DD; local (both private for-profit and private not-for-profit) transportation agencies -- i.e. taxi companies etc.
_____	Appendix E	Publishers Affidavit for Public Notice.
_____	Appendix F	Letter of confirmation for local match.
_____	Appendix G	Letter of confirmation for operating expenses.
_____	Appendix H	Nonprofit Corporation Number issued by the Missouri Secretary of State. (this goes on title page)
_____	Appendix I	Copy of Federal or State tax exempt letter.
_____	Appendix J	Insurance carrier, amounts of coverage and premium rate.
_____	Appendix K	Proof of audits for your three most recent fiscal years. ***NO EXCEPTIONS***
_____	Appendix L	The following must be attached and signed by the **President** or **Chairperson** of the Board of Directors and attested by the Secretary of the Board.

1. Authorizing Resolution for Non-Profit Corporations
2. Missouri Department of Transportation Standard Assurances
3. Charter Bus
4. School Bus
5. Energy Conservation
6. Clean Water
7. Lobbying
8. Federal Changes
9. Clean Air
10. No Government Obligation to Third Parties
11. Program Fraud and False or Fraudulent Statements and Related Acts
12. Termination
13. Government-Wide Debarment Suspension
14. Civil Rights
15. Breaches and Dispute Resolution
16. State and Local Law Disclaimer
17. Incorporation of Federal Transit Administration (FTA) Terms

_____	Appendix M	Current certificate of good standing from the Secretary of States office. Obtained from the Corporate Division (573) 751-4153 or print a copy from the website: http://sosweb.sos.state.mo.us/businessentity by entering your Charter Number

APPENDIX A

SECTION 5310 VEHICLE REQUEST FORM

2010

A separate form (copy) must be completed for each vehicle requested

Organization: _____

REQUESTING: Replacement Vehicle** _____

Vehicle to expand existing service _____

Vehicle to start new service _____

To replace an existing MoDOT vehicle, please include the following information:

VIN _____ Year _____ Make _____

Current odometer reading _____ Vehicle condition Poor Fair Good

****If a vehicle has been replaced in a previous cycle, and you attempt to replace it again, your complete application will not be considered.**

INFORMATION FOR REQUESTED VEHICLE:

Type of vehicle requested:

Straight Van ____ Raised Roof (Modified) Van ____ Mini-van ____ Modified Mini-van ____

Medium Duty Bus Type _____ Mini-bus _____ Other _____

List primary city and county to be served by this vehicle: _____/_____

City County

Daily hours actual transportation services will be performed with this vehicle. (If you transport passengers from 7 - 9 am and then again from 3 - 5 pm, *your transportation hours are **4** hours daily*.)

Enter number of transportation hours: ____

Below, estimate the number of one-way passenger trips to be provided and the unduplicated persons to be served. (If a person is taken to a nutrition site, later to a grocery store, and then home, 3 (one-way) trips have been provided, but only one unduplicated person).

TRIPS PER MONTH		UNDUPLICATED PERSONS PER MONTH		TYPE OF TRIPS TO BE PROVIDED *(% OF USE, should = 100%)*	
Elderly	_____	Elderly	_____	Medical	_____
Persons with Disabilities	_____	Persons with Disabilities	_____	Education	_____
Other	_____	Other	_____	Nutrition	_____
				Recreation	_____
				Shopping	_____
				Employment	_____
				Other*	_____
				*Describe	

Type of Agency (Senate Bill 40, Workshop, Senior Center, Etc.)

Major Funding Sources

APPENDIX B

Brief Outline of Transportation Service Provided
(Including days and hours of operation, and the type of clientele)

Service Area (Cities and Counties)

APPENDIX C

Number and Type of All Vehicles Operated by Agency (Indicate which vehicles are ADA equipped and which are MoDOT funded)

APPENDIX F AND G

Letter of Confirmation of local match and operating expenses

This is to confirm that _____ will provide the necessary
(Agency Name)

20% match when requested and that _____ will
(Agency Name)

provide the necessary and appropriate funding for continued operating expenses for this

Section 5310 vehicle.

_____
Authorizing Signature

SECTION 5310

AUTHORIZING RESOLUTION FOR NONPROFIT CORPORATIONS

Whereas, the Missouri Department of Transportation is authorized to make grants for Elderly and/or Persons with Disabilities transportation projects; and,

WHEREAS, the contract for capital financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and,

WHEREAS, it is the goal of the applicant to provide the best transit project that can be provided with the funds available.

NOW THEREFORE, be it resolved by _____
(legal name of organization)
_____ as follows:

That the President or Chairperson is authorized to execute grant contract agreements with the Missouri Department of Transportation for aid in financing of a Section 5310 assistance project.

Adopted this _____ day of _____, 20_____.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

MISSOURI DEPARTMENT OF TRANSPORTATION
FTA 49 U.S.C. SECTION 5310
STANDARD ASSURANCES

Legal Name of Organization: _____

The applicant organization hereby agrees to the following Standard Assurances pursuant to the Section 5310 program:

1. It has legal authority to apply and receive a capital assistance grant.

2. It will comply with all applicable requirements of FTA Circular 4704.1, Equal Employment Opportunity Policy and Requirements for grant recipients.

3. It will comply with all requirements of Title VI, Civil Rights Act of 1964, with FTA Circular 4702.1A, Title VI and Title-VI Dependent Guidelines for FTA Recipients, and with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

4. Its programs will be conducted or its facilities operated in compliance with all requirements imposed by or pursuant to 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities: Final Rule.

5. It will comply with all applicable provisions with the Missouri Property Management Standards for Section 5310.

6. It will give FTA and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will operate and maintain any facility or equipment constructed or purchased as part of a Federal grant in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and Local agencies for the maintenance and operation of such facilities.

8. It recognizes FTA's and MoDOT's authority to conduct audits for the purpose of verifying compliance with the requirements and stipulations stated above.

9. Based on information submitted in the applicant organization's application, the service provided or offered to be provided by existing public or private transit operators are unavailable, insufficient or inappropriate to meet the special needs of elderly or disabled persons with the service area.

10. Private transit and paratransit operators have been offered a fair and timely opportunity to participate to the maximum extent feasible in the provisions of the proposed special transportation services for elderly and disabled.

11. Projects in urbanized areas are included in the Annual Element of the local Transportation Improvement Program.

12. The applicant organization possesses the necessary fiscal and managerial capabilities to

implement and manage its proposed project.

13. The applicant organization has or will have the required non-federal cash match for the project or such match will be provided in whole or in part from other state, local or private sources.

14. The applicant organization is considered under state law as a private nonprofit organization or public entity and has the legal capacity to contract with the state to carry out the proposed project.

15. The applicant organization has or will have by the time of delivery sufficient funds to operate the vehicles and equipment to be purchased under this project.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Applicant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 and any Charter Service regulations or FTA directives that may be issued, except to the extend FTA determines otherwise in writing. The Applicant understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Applicant's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D of FTA's Charter Service regulations.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F) 49 CFR Part 605

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

Energy Conservation - The Applicant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

LOBBYING
31 U.S.C. 135249 CFR Part 1949 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party Applicants are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Applicants file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Applicants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Applicant, _____, certifies or affirms the truthfulness and
Agency name
accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Applicant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (16) dated October, 2009) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

CLEAN AIR
42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Clean Air - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.
(1) The Purchaser and Applicant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Applicant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Applicant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Applicant who will be subject to its provisions.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Applicant acknowledges that the provisions of 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, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Applicant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Applicant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Applicant to the extent the Federal Government deems appropriate.

(2) The Applicant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Applicant, to the extent the Federal Government deems appropriate.

(3) The Applicant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Applicant who will be subject to the provisions.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

TERMINATION
49 U.S.C. Part 18 FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The Missouri Department of Transportation (MoDOT) may terminate this contract, in whole or in part, at any time by written notice to the Applicant when it is in the Government's best interest. The Applicant shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Applicant shall promptly submit its termination claim to MoDOT for payment. If the Applicant has any property in its possession belonging to MoDOT, the Applicant will account for the same, and dispose of it in the manner MoDOT directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Applicant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Applicant fails to perform in the manner called for in the contract, or if the Applicant fails to comply with any other provisions of the contract, MoDOT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Applicant setting forth the manner in which the Applicant is in default. The Applicant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by MoDOT that the Applicant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Applicant, MoDOT, after setting up a new delivery of performance schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the Applicant [thirty (30) to sixty (60) days, depending on severity] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Applicant fails to remedy to MoDOT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Applicant or written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to Applicant. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against Applicant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that MoDOT elects to waive its remedies for any breach by Applicant of any covenant, term or condition of this Contract, such waiver by MoDOT shall not limit MoDOT's remedies for any succeeding breach of that or of any other
term, covenant, or condition of this Contract.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29 Executive Order 12549

Instructions for Certification

1. **By signing and submitting this application, the prospective lower tier participant is providing the signed certification set out below**.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," “participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(3) The Applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body or riders will not be considered as a factor in awarding grants.

[ ] yes [ ] no

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. [ ] yes [ ] no

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. [ ] yes [ ] no

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18; FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Missouri Department of Transportation (MoDOT), Director, Multimodal Operations. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Applicant mails or otherwise furnishes a written appeal to the Director, Multimodal Operations. In connection with any such appeal, the Applicant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Multimodal Operations shall be binding upon the Applicant and the Applicant shall abide be the decision.

Performance During Dispute - Unless otherwise directed by MoDOT, Applicant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the Applicant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which MoDOT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or Applicant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

STATE AND LOCAL LAW DISCLAIMER

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Applicant shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest:_____
(Secretary to board)

Typed Name _____