

AUTHORIZING RESOLUTION

Resolution No. 2025- 53

Resolution authorizing the filing of a CY2026 application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants available for public transportation projects.

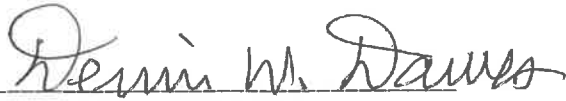
WHEREAS the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of a portion of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY **Hendricks County Commissioners:**

1. That **Dennis Dawes, President**, on behalf of **Hendricks County Commissioners**, is authorized to make the necessary certifications and assurances and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services within **Hendricks and Morgan Counties**.
2. That **Hendricks County Commissioners**, has designated the following non-profit organization to coordinate and provide 5311 funded rural public transit services within our county as well as to any expanded regionalized service area that may be identified above:
 - a. **Sycamore Rehabilitaion Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect.**
3. That **Sycamore Rehabilitaion Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect**, is authorized to execute and file an application, on behalf of **Hendricks County Commissioners**, with INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
4. That **Sycamore Rehabilitaion Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect**, is authorized to provide such additional information as INDOT may require in connection with the application.
5. That **Sycamore Rehabilitaion Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect**, is authorized to execute grant contract agreements on behalf of **Hendricks County Commissioners**.

CERTIFICATE

The undersigned duly qualified and acting **Dennis Dawes, President**, of the **Hendricks County Commissioners**, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the **Hendricks County Commissioners**, held on May 13, 2025.



Signature of Recording Officer

President

Title of Recording Officer

Dennis W. Dawes

Printed Name of Recording Officer

05/13/2025

MM/DD/YYYY

Section 5311
Pass-through Agreement
for
Rural Public Transportation
CY2026 Grant Period

Federal Section 5311 Formula Grant Funds for Rural Areas ALN # 20.509
Operating Budget Start/End Dates: 01/01/2026 – 12/31/2026

Federal Section 5339 Bus & Bus Facilities Grant Funds ALN #20.526
Capital Budget Start/End Dates: 01/01/2026 – 12/31/2026

State Public Mass Transit Funds (PMTF)

PART I: SPECIFIC PROGRAM PROVISIONS

For Financial Assistance Projects under Section 5311/5339 of the Federal Transit Act, as amended and Public Mass Transportation Funds.

Federal Awarding Agency: Indiana Department of Transportation (INDOT Office of Transit)

This Agreement is entered into by and between the **Hendricks County Commissioners**, hereinafter referred to as the "Pass-through Entity", and **Sycamore Rehabilitation Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect**, hereinafter referred to as the "Subrecipient":

Unique Entity Identifiers 2 CFR 200.332(a)(1)(ii)

Pass-through Entity Unique Entity Identifier (UEI) Number: **NDG5JA8FCLB3**

Subrecipient Unique Entity Identifier (UEI) Number: **ZGS2Z65HHND9**

In consideration of the mutual covenants, promises and representation herein, the parties hereto agree as follows:

Section 1 The Agreement

This Agreement consists of this Part I entitled Specific Program Provisions; Part II entitled Project Budget, Attachment 1 Operating Budget; Part III entitled Terms and Conditions; and the Project Application and assurances, herewith incorporated by reference and made a part of this Agreement.

Section 2 Purpose of Agreement

The purpose of this Agreement is to state the terms and conditions upon which financial assistance will be reimbursed to the Subrecipient under Section 5311 of the Federal Transit Act, as amended and the State Public Mass Transportation Fund and the understandings as to the manner in which the Project will be undertaken and completed.

Section 3 Federal Certifications and Assurances

The Pass-through Entity and Subrecipient identified herein will comply with all applicable Federal Certifications and Assurances as referenced within the Section 5311/5339 Application. Not every provision of every certification will apply to every Pass-through Entity or award. If a provision of a certification does not apply to the Pass-through Entity or its award, FTA will not enforce that provision.

Section 4 2 CFR 200.331-332

Pass-through Entity at the time of this Agreement is able to adhere to the federal regulatory requirements for Pass-through Entities set forth within 2 CFR 200.331-332. The Pass-through Entity is confirmed as having obtained or continuing to maintain, the appropriate levels of administrative technical capacity to meet these requirements.

Section 5 System of Award Management (SAM) 2 CFR 200.331(a)(1)

The Pass-through Entity and Subrecipient identified herein are eligible to receive federal assistance as confirmed through the System of Award Management (SAM.gov), and included within the application for the 5311 Operating and/or 5339 Capital Assistance Program under section 5311 of the Federal Transit Act.

Section 6 Subrecipient Program Objectives and Technical Capacity 2 CFR 200.331(a)(2)

Subrecipient at the time of this Agreement is able to meet the objectives of the Section 5311/5339 federal assistance program and are confirmed as having obtained or continuing to maintain the appropriate levels of administrative technical capacity and management expertise for 5311 programmatic and operational decision making.

Section 7 Subrecipient 5311/5339 Program Compliance 2 CFR 200.331(a)(4)

The Subrecipient shall comply with Section 5311/5339 Program contractual requirements as cited in the 5311/5339 Application and upon its full execution, the Section 5311/5339 Grant Agreement between INDOT, the Pass-through Entity, and Subrecipient.

Subrecipient at the time of this Agreement are not considered high-risk due to having any outstanding findings of non-compliance with federal, state, or local audits that are specific to federal Section 5311/5339 transit assistance and are currently adhering to applicable federal, and state program requirements.

Subrecipient at the time of this Agreement are found compliant with current 5311/5339 program requirements and meeting performance goals set forth by INDOT. No additional monitoring has been established or required by either INDOT or the Pass-through Entity.

Subrecipient at the time of this Agreement have no outstanding penalties or suspensions in funding due to 5311/5339 program non-compliance that would otherwise delay any phase of the Section 5311 revenue service offered by the Subrecipient.

Section 8 Project Implementation

All parties agree that Section 5311/5339 grant assistance will only be provided by INDOT based on mutual Agreement that the Subrecipient, to the best of its ability, meets rural public transportation service needs for the counties identified in Part I, Section 9 of this Agreement. Grant assistance will then be provided through applicable federal funds received through FAIN awards referenced within the fully executed state contracts, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation ("INDOT") and the Federal Transportation Administration ("FTA") in accordance with the terms and conditions of this Agreement.

Section 9 Scope of Project/Project Description 2 CFR 200.331(a)(5)/2 CFR 200.332(a)(1)(x)

The Scope of this Agreement is to provide for the undertaking of 5311 funded Rural Public Transportation services to the general public in and around Hendricks and Morgan Counties. The Subrecipient, shall undertake, and complete the Project, as described in the Application filed with, and approved by, the State of Indiana Department of Transportation (INDOT), and herewith incorporated by reference and in accordance with the terms and conditions of this Agreement.

The Subrecipient must immediately notify the Pass-through Entity and INDOT in writing of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 10 Period of Performance 2 CFR 200.332(a)(1)(v)

For this Agreement, the project period shall be **January 1 through December 31, 2026.**

Section 11 Project Funding

- A. It is expressly understood that funds for this Project are being provided through an appropriation authorized under Section 5311 Formula Grants for Rural Areas, & Grants for Buses and Bus Facilities Formula Program-Section 5339-CFDA# 20.509 and 20.526 of the Federal Transit Act, as amended; and the State Public Mass Transportation Fund as authorized by Indiana Code 8-23-2-8. Funds awarded to the Subrecipient are to be expended only for the purpose and activities covered by the Subrecipient's approved Application and Project Budget.
- B. The total eligible cost of the project shall not exceed the amount stated in the Project Budget, Part II, unless approved in writing by the Pass-through Entity in accordance with Part II. It is expressly understood and agreed that in no event shall the total compensation and reimbursement, if any, exceed the amount stated in this Agreement; all payments to be made in arrears.

Section 12 Local Share 2 CFR 200.332(a)(1)(viii)

- A. The Pass-through Entity, and Subrecipient agrees to provide local share matching funds in the amount sufficient, together with federal and state funds, to ensure funding for completion of the Project. The "Local Share" shall not be less than the amount stated in the Project Budget submitted with the application. In no event shall local matching funds be less than the amounts specifically required for Operating Grants:

Operating Grants - The local share may not be less than 50% of the Net Project Cost for expenses (Net Project Cost for expenses equals the Total Approved Eligible Project Costs for Expenses less Project Revenue including contra- expenses).

The "local share" must be in the form of cash and for the purposes of this Agreement, the "local share" may include State Public Mass Transportation Funds as well as funds of the Pass-through Entity, and Subrecipient.

- B. To assist in providing the nonfederal matching share of the Project costs, the "local share" may be matched by INDOT with funds from the Public Mass Transportation Fund (hereinafter referred to as "PMTF"), which shall not exceed the amount stated in the Project Budget as the "State Match". State funds derived from the PMTF are distributed on the basis of an allocation from INDOT. The nonfederal share must be expended during the project period in accordance with the percentage share identified in the Project Budget.

Section 13 Request for Payment

Reimbursement to the Subrecipient shall be through fully executed cost reimbursement contracts and purchase orders with INDOT acting as the federal awarding agency. Federal Section 5311 Operating, State Public Mass Transit Funds (PMTF), and 5339 Capital Funds will be received by the Pass-through Entity and reimbursed to the Subrecipient in the amounts up to, but not exceeding those referenced in 5311 and 5339 contracts with INDOT. Federal 5311 operating reimbursements are not to exceed 50% of the quarterly net operating expenses incurred and reported on an accrual basis by the Subrecipient. Federal 5339 capital reimbursements are not to exceed 20% of the final total cost of any capital equipment purchased. State reimbursements will be requested in the amounts necessary

and contingent upon levels of other local matching funds that are obligated (as referenced in 5311/5339 Application) and made available in order to meet the remaining local matching requirements of both federal operating and federal capital funds. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

The Subrecipient agrees to adhere to all reimbursement procedures of the Pass-through Entity and INDOT during the term of this Agreement. Reimbursement for any cost pursuant to this Section shall not constitute a waiver of any violation of the terms of this Agreement committed by the Subrecipient. The Pass-through Entity will make a final determination as to allowability only after a final audit of the Project has been conducted. In order for the Subrecipient to be reimbursed for costs which are not listed in the Project Budget, the Subrecipient must obtain written approval from the Pass-through Entity prior to incurring these costs. Subrecipient claims requesting reimbursement from INDOT shall be submitted in the manner and in accordance with the schedule established in Part III, Section 2., subsection D.

Eligible Project costs will be reimbursed to the Subrecipient by the Pass-through Entity on a quarterly basis and no later than 14 business days after the Pass-through Entity has received payment from INDOT. All reimbursements to the Pass-through Entity and/or Subrecipient are subject to any penalties and/or suspensions assessed by FTA or INDOT due to the Pass-through Entity or Subrecipient non-compliance of Section 5311/5339 Program requirements.

Section 14 Insurance

The Subrecipient shall comply with all applicable insurance, surety bonds, and qualifications of self-insurer, provisions of Federal, State, and Local Law. The Subrecipient shall have the option of providing vehicle casualty and liability insurance through an agent of its own choice, or the Pass-through Entity will provide vehicle casualty and liability insurance on behalf of the Subrecipient. If the Subrecipient chooses to provide their own vehicle casualty and liability coverage, proof of current adequate insurance coverage must be submitted to the Pass-through Entity annually. The Subrecipient will be responsible for any deductibles associated with vehicle claims even when the Pass-through Entity provides the insurance on behalf of the Subrecipient.

The Subrecipient will indemnify and hold the Pass-through Entity harmless and their assigns from any loss or damage to the vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the vehicle.

Section 15 Legal and Local Governing Authority 2 CFR 200.331(a)(3)

The parties hereby assure and certify with respect to this Agreement that they possess the legal authority to execute and administer this Agreement.

The parties also hereby agree that each Subrecipient's local organizational governing board, in concurrence with their governing board by laws, adopts and implements their own policies and procedures and makes determination of any revisions, amendments, or terminations of those policies and procedures. Any revisions, amendments or termination of policy and procedure that result in non-compliance with any Section 5311/5339 federal or state regulatory requirements may at any time result in suspension or termination of the Subrecipient from the Section 5311 Program by INDOT.

Section 16 Drug Free Workplace Certification – Executive Order 90-5

The Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Pass-through Entity within ten (10) days after receiving actual notice that an employee of the Subrecipient has been convicted of a criminal drug violation occurring in the Subrecipient's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or Agreement and/or debarment of contracting opportunities with the Subrecipient for up to three (3) years.

In addition to the provisions of the above subparagraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000, the Subrecipient hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or Agreement, the total amount which exceeds \$25,000.00, shall be valid, unless this certification has been fully executed by the Subrecipient and made part of the contract or Agreement as part of the contract document.

The Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Notifying in writing the Pass-through Entity within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision C (2) above a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;
- (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Section 17 State Budget Agency Funding Cancellation Clause

When the State Budget Agency makes a written determination to the Pass-through Entity that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, the Agreement shall be canceled. A determination by the State Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Section 18 Nondiscrimination

Pursuant to I.C. 22-9-1-10, and the Civil Rights Act of 1964, the Subrecipient shall not discriminate against any employee or Pass-through Entity for employment, to be employed in the performance of work under this Agreement. The Subrecipient shall not discriminate with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with all applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

Section 19 Conflict of Interest

(A) As used in this section:

"Immediate family" means: the spouse and the unemancipated children of an individual. "Interested Party" means: 1) the individual executing this Agreement; 2) an individual who has an interest of three percent (3%) or more of the Subrecipient, if the Subrecipient is not an individual; or 3) any member of the immediate family of an individual specified in subdivision 1 or 2 "Department" means: the Indiana Department of Administration. "Pass-through Entity" (for the purpose of this section only) means: the State Ethics Pass-through Entity.

(B) The Department may cancel this Agreement without recourse by if any interested party is an employee of the State of Indiana.

(C) The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Pass-through Entity indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Pass-through Entity obtained under this section.

(D) Subrecipient has an affirmative obligation under this Agreement to disclose to the Department when an interested party becomes an employee of the State of Indiana. The obligations under this section extend only to those facts that the Subrecipient knows or could reasonably know.

Section 20 Confidentiality

The Pass-through Entity and Subrecipient agree that any information or results related to Federal or State reviews, audits, observations, or inspections of the Subrecipient, is to be kept confidential and are not to be shared or communicated to any other individual, or entity who does not have specific need to know of the information or results of.

The only exceptions to the above confidentiality policy is if:

1. There is suspected child abuse, elder abuse, and/or the abuse of a person with a disability and/or homicide or homicidal or suicidal threats;
2. The Pass-through Entity or Subrecipient is mandated by court orders and properly issued subpoenas;
3. The Pass-through Entity or Subrecipient is bound by federal or state law requirements;
4. The Pass-through Entity or Subrecipient is mandated by the Federal Transit Administration or INDOT.

PART II: PROJECT BUDGET

All Operating and Capital Project Budgets shall be prepared and maintained by the Subrecipient, and periodically reviewed by the Pass-through Entity. The Subrecipient shall carry out the project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved Project Budget. The Project Budget may be revised, from time to time, in accordance with INDOT guidelines.

Operating Project Budgets at the time of this agreement follow the INDOT Chart of Accounts identified below:

501 Labor Expenses

- 501.01 Operators' Salaries and Wages
- 501.02 Admin Salaries and Wages
- 501.03 Dispatchers
- 501.04 Mechanics
- 501.05 Building and Maintenance
- 501.99 Other

502 Fringe Benefits

- 502.01 Health/ Medical
- 502.02 Life Insurance
- 502.03 Dental Insurance
- 502.04 FICA
- 502.05 PERF
- 502.06 Unemployment Insurance
- 502.07 Workman's Compensation
- 502.08 Uniform/Clothing Allowance
- 502.09 Paid Absence (vacation/sick/holiday)
- 502.99 Other

503 Services

- 503.02 Advertising Fees
- 503.03 Professional and Technical Services
- 503.05 Building and Grounds Maintenance Services
- 503.06 Custodial Services/Labor
- 503.07 Legal Services
- 503.1 Computer Services/Design/Program
- 503.11 Data Processing
- 503.08 Payroll Services
- 503.09 CPA Services
- 503.12 Administrative/Consulting
- 503.14 Automotive Repair/Labor
- 503.99 Other

504 Materials and Supplies

- 504.01 Fuel and Lubricants
- 504.02 Tires and Tubes
- 504.03 Auto Parts
- 504.04 Medical/Safety Equipment
- 504.05 Fire Extinguishers
- 504.06 Office Supplies
- 504.07 Janitorial Supplies
- 504.99 Other

505 Utilities

- 505.01 Electric
- 505.02 Gas
- 505.03 Water/Sewers
- 505.04 Garbage
- 505.05 Telephone
- 505.99 Other

506 Casualty and Liability Costs

- 506.01 Facility and Property Insurance
- 506.02 Vehicle Insurance
- 506.99 Other

507 Taxes

- 507.04 Vehicle Licensing and Registration Taxes
- 507.05 Fuel Tax
- 507.99 Other

508 Purchased Transportation Service**509 Miscellaneous Expenses**

- 509.01 Dues and Subscriptions
- 509.99 Other
- 509.02 Travel and Meetings
- 509.03 Postage

512 Leases and Rentals

- 512.01 Equipment
- 512.02 Facility
- 512.03 Uniform
- 512.99 Other

517 Equipment**518 Indirect Expenses**

Revenue

- 401 Passenger Fares
- 402 Special Transit Fares

406 Auxiliary Transportations

407 Non-transit

450 Other Contra-Expenses

- 450.01 Proceeds from equipment sale
- 450.02 Cash Discounts and refunds
- 450.03 Insurance claims and reimbursements
- 450.04 State Fuel Tax Rebate
- 450.99 Other

PART III: GENERAL RULES AND CONDITIONS

SECTION I: DEFINITIONS

As used in this Agreement,

- A. **"Application"** means the written application for Federal and State financial assistance for the Project, together with all explanatory, supporting or supplementary documents, heretofore filed with the INDOT by or on behalf of the Pass-through Entity, which has been approved by the INDOT.
- B. **"Project"** means the task or set of tasks provided for in the budget, as set forth in Part II, which the Subrecipient undertakes to perform pursuant to this Agreement with the Pass-through Entity.
- C. **"U.S. D.O.T."** means the U.S. Department of Transportation, including the Federal Transportation Administration (FTA) of any persons duly authorized to perform the functions required under this Agreement by the U.S. DOT.
- D. **"INDOT"** means the Indiana Department of Transportation, Office of Transit.
- E. **"Pass-through Entity"** means the grant applicant and entity distributing funds to the subrecipient.
- F. **"Subrecipient"** means the entity under an Operating Assistance Agreement, which receives financial assistance through this Agreement for the provision of federally funded rural public transportation. Under an Equipment Use Agreement, the term "Contractor" means the entity to whom the equipment has been conveyed for use.

SECTION II: ACCOMPLISHMENTS OF THE PROJECT 2 CFR 200.332

A. General Requirements

The Subrecipient shall undertake, and complete the Project in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Application, Grant Agreement, and all applicable laws, rules and regulations.

B. Applicable Laws

- (1) In performance of its obligations pursuant to this Agreement, the Subrecipient shall comply with all applicable provisions of Federal, State and local law. All limits or standards set forth in this Agreement to be observed in performance of the Project are minimum requirements. If there is a conflict between Federal and State requirements, the Subrecipient

shall inform the Pass-through Entity, who shall then inform INDOT in order that an appropriate resolution may be made. The Subrecipient agrees further that no Section 5311 Federal funds shall be used for the payment of non-project operating expenses.

- (2) Insofar as any provisions of the Agreement that are not governed by Federal law and the regulations required thereby, or incorporated herein by reference, the provisions then shall be construed and interpreted solely in accordance with the laws of the State of Indiana.

C. Funds of the Subrecipient

The Subrecipient shall initiate and prosecute to completion all proceedings necessary to enable the Subrecipient to provide their share of the project costs at or prior to the time that such funds are needed to meet Project costs.

D. Submission of Reports, Proceedings, Contracts and Other Documents

- (1) The Subrecipient shall complete and submit reports in accordance with any instructions and submission dates as prescribed by the Pass-through Entity.
- (2) The Subrecipient shall submit to the Pass-through Entity such data, reports, records, contracts, and other documents relating to the Project as the Pass-through Entity may require. The Subrecipient shall remain intact for three (3) years following Project close-out, all Project documents, financial records and supporting documents.
- (3) The Subrecipient shall comply with all reporting requirements of the Pass-through Entity, INDOT, and any of those prescribed by the State Board of Accounts. Any and all such requirements shall be transmitted to the Subrecipient in writing.
- (4) The Subrecipient shall submit claims for reimbursement to INDOT with accompanying and required documentation with service statistics in accordance with the following schedule:

Quarterly Claim for Reimbursement: Deadline date for submittal to INDOT:

First Quarter	May 15
Second Quarter	August 15
Third Quarter	November 15
Fourth Quarter	February 15

Failure of Subrecipient to meet the above submittal deadline may result in a lengthy delay in reimbursement of Federal and State funds from the Pass-through Entity and/or INDOT.

E. Financial Statements; Reviews and Approvals 2 CFR 200.332

Subrecipient shall submit to the Pass-through Entity any operating claim forms, capital claims, program related financial statements, records, and fiscal documents as may be deemed necessary and required by the Pass-through Entity and by the timeline established by the Pass-through Entity. This is to ensure the Pass-through Entity is able to review and confirm all expenditures and revenues are compliant with 5311 allowable costs prior to submission of Quarterly Claim Reports to INDOT. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the operating project budget accompanying the application. Furthermore, a representative of all Subrecipients shall attend no less than quarterly

Pass-through Entity Governing Board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents.

Subrecipient must also submit to INDOT any certified audits performed by an Independent Certified Public Accountant ("CPA"). The Subrecipient shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

F. Licenses, Permits, and Certifications

The Subrecipient shall obtain the necessary licenses, permits, certificates, or consent which may be required in order to complete the Project.

G. Amendments

The Subrecipient shall immediately notify the Pass-through Entity and INDOT of any change in conditions, or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement. Any proposed change in this Agreement must be by the mutual consent of the Pass-through Entity and the Subrecipient and must have prior written approval of the Pass-through Entity and INDOT. In no event shall any amendment to this Agreement be valid unless incorporated in writing into this Agreement. All amendments shall be executed by all signatories to this Agreement.

H. Contracts with the Subrecipient

- (1) The Pass-through Entity shall not be subject to any obligations or liabilities by contractors of the Subrecipient, or any other person not a party to this Agreement in connection with the performance of this Project without the specific written consent of both the Pass-through Entity and the INDOT.
- (2) The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same, or execute any lease, mortgage, lien or subcontract relating to this Agreement or affecting Project facilities or equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written consent of Pass-through Entity.

The Subrecipient shall not, by any act or omission of any kind, impair its continuing control over the use of Project equipment during the useful life thereof. All subcontracts which exceed \$25,000 must be approved by the Pass-through Entity and INDOT prior to the Subrecipient executing the subcontract. Any such subcontract approved by the Pass-through Entity and INDOT, which exceeds \$25,000 in cost shall contain all of the contract clauses pursuant to FTA 4220.1F and OMB Uniform Guidance at 2 CFR Part 200.

I. Land Acquisition Policy

Any acquisition of land for use in connection with the Project must conform to the policies and procedures set forth in 49 CFR Part 25 and applicable federal circulars.

SECTION III: ACCOUNTING RECORDS

A. Project Accounts

The Subrecipient shall establish and maintain as a separate set of accounts, or within the framework of an established accounting system, accounts for the project in a manner consistent with Office of Management and Budget (OMB) Uniform Guidance at 2 CFR Part 200.

B. Documentation of Project Costs

All costs charged for the Project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing in detail the nature and propriety of the charges. Such records, together with supporting documents, shall be retained for a minimum period of three (3) years from the date of final audit under this Agreement, but a longer retention period may be required until there is a resolution of the final audit.

C. Allowable Costs

Expenditures made by the Subrecipient shall be reimbursable as allowable costs to the extent that they meet all of the requirements set forth below. They must:

- (1) Be made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
- (2) Be necessary in order to accomplish the Project;
- (3) Be reasonable in the amount of goods and services purchased;
- (4) Be actual net costs to the Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred, excluding Program Income as defined in (OMB) Uniform Guidance at 2 CFR Part 200;
- (5) Be Incurred (and be work performed) during the performance period of this Agreement, unless specific authorization from INDOT to the contrary is received;
- (6) Be in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Uniform Guidance at 2 CFR Part 200, Revised, and with any guidelines or regulations issued by U.S. D.O.T. or INDOT; and in the case of nonprofit organizations, the standards for allowable costs set forth in the Office of Management and Budget (OMB) Uniform Guidance at 2 CFR Part 200.
- (7) Be satisfactorily documented; and
- (8) Be treated uniformly and consistently under the accounting principles and procedures approved or prescribed by the U.S. D.O.T. and INDOT for the Subrecipient; and those approved by the Pass-through Entity for its contractors.

D. Audits, Observations, and Inspections; All Provisions of 5311/5339 Programs

- (1) Being subject to Pass-through oversight and monitoring as regulated in **2 C.F.R. 200.332(5)**, the Subrecipient shall permit the Pass-through Entity, or any of their Duly Authorized Representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement, to inspect all project equipment and property related to this Agreement, and to observe any element of operations specific to the provision of 5311 funded rural public transportation.
- (2) The Subrecipient shall permit audits, and full access with the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement

by the Indiana State Board of Accounts, or its Duly Authorized Representative, in accordance with compliance guidelines established by the Indiana State Board of Accounts.

- (3) The Subrecipient shall permit the Federal Transit Administration, INDOT, U.S. D.O.T, the U.S. Comptroller General or any of their Duly Authorized Representatives to have full access with the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement, to inspect all project equipment and property related to this Agreement, and to observe any element of operations specific to the provision of 5311 funded rural public transportation.
- (4) Subrecipient agrees that although notification will be provided for most audits, observations, inspections, or reviews conducted by the Federal Transit Administration, INDOT, U.S. D.O.T, the U.S. Comptroller General, the Pass-through Entity or any of their Duly Authorized Representatives, any of these may occur at any time, and without notice.

E. Interest

The following requirements apply to the Subrecipient:

- (1) Any interest earned on Federal funds by the Subrecipient must be identified and remitted to the Pass-through Entity, who will in turn remit to INDOT, except as provided by section 203 of the Intergovernmental Cooperation Act of 1968, 42 U.S.C. Sec. 4213.
- (2) Upon notice by the Pass-through Entity to the Subrecipient of specific amounts due the U.S. D.O.T., the Subrecipient shall promptly remit any excess payment of amounts or disallowed costs to the Pass-through Entity. Interest may be assessed from the time of notice and charged for any amounts due to the U.S.D.O. T. that are not paid as set forth in the Treasury Fiscal Requirements Manual.

F. Deobligation of Funds

The Pass-through Entity reserves the right to deobligate unused Federal and State funds prior to project close-out.

SECTION IV: PROJECT SETTLEMENT, FINAL STATUS REPORT, AND CLOSE-OUT

A. Final Status Report and Audit 2 CFR 200.332(6)

- (1) Upon successful completion of the Project or upon termination by the Pass-through Entity, the Subrecipient shall, within 45 days of the completion date of the Project, submit a final Financial Status Report to the Pass-through Entity. The format of the report shall be the final claim requesting Federal and State reimbursement for allowable project expenses incurred prior to the end of the Project period.
- (2) Audits shall be performed in compliance with guidelines established by the Indiana State Board of Accounts. The Subrecipient shall undertake the necessary audit as required by (OMB) Uniform Guidance at 2 CFR Part 200. The Subrecipient shall submit the audit report to the Pass-through Entity in accordance with State guidelines. If the Pass-through Entity has made payments to the Subrecipient in excess of the total amount allowable to the Project, the Subrecipient shall promptly remit such excess to the Pass-through Entity. The Project close-out occurs after the Pass-through Entity and Subrecipient have fully executed a final budget amendment and payments for reimbursement of allowable expense or remittances for overpayments have been resolved between

these two parties. Close-out shall not invalidate any continuing obligations imposed on the Subrecipient by this Agreement or contained in the final notification or acknowledgment from the Pass-through Entity.

B. Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the Subrecipient and the Pass-through Entity shall be referred to the 5311 Program Manager, Office of Transportation of INDOT, or his duly authorized representative, whose decision shall be final.

SECTION V: LIABILITY

- A.** All grants, payments and obligations of the Pass-through Entity under this Agreement are subject to the receipt of funds by the Pass-through Entity from INDOT. The Pass-through Entity shall not be liable to the Subrecipient for any failure or delay in performance of its obligations to the Subrecipient which are a result of any failure or delay in performance between the Pass-through Entity, INDOT and the U.S. D.O. T.
- B.** No debt, payment or obligation of the Pass-through Entity to the Subrecipient under this Agreement shall be a general obligation of the Pass-through Entity, but shall be payable, if at all, only from funds received by the Pass-through Entity from INDOT or its successor agency.

SECTION VI: INDEMNIFICATION

- A.** It shall be the responsibility of the Subrecipient to obtain authorization for use of documents or materials subject to property rights of any private person or other legal entity. The Subrecipient agrees to indemnify the Pass-through Entity for any damages that might be caused as a result of non-negligent use of documents or materials submitted by the Subrecipients which are subject to property rights of a third party.
- B.** The Subrecipient agree to indemnify, defend and hold harmless the Pass-through Entity, INDOT, the State of Indiana, and its agents, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof and injuries to or death of persons; including the property of officers, agents and employees of the Subrecipient or its subcontractors; and from all judgements recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses, caused by any act or omission of the Subrecipient and/or subcontractors, their respective agents, officers, servants and employees, and not caused by the sole fault or negligence of the Pass-through Entity, the State of Indiana, or its respective agents, officers and employees.

SECTION VII: TERMINATION AND BREACH

- A.** INDOT Office of Transit may at any time, and for any reason suspend or terminate this Agreement in whole or in part, at any time before the date of its completion, whenever it is determined that any of the Subrecipients have failed to comply with the terms and conditions of this Agreement or fail to meet federal and state 5311 Program Compliance. INDOT shall promptly notify the Pass-through Entity & Subrecipient in writing of the determination and reasons for the termination together with the effective date of such termination.
- B.** The Pass-through Entity may suspend or terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of this Agreement. The Pass-through Entity shall promptly notify the Subrecipient and INDOT, in writing of the determination and reasons for the termination together with the effective

date of such termination. Any failure to make progress, which significantly endangers substantial performance of this Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement. Discontinued use of Project equipment during its useful life shall be deemed a violation of the terms of this Agreement.

- C. The Pass-through Entity or Subrecipient may suspend or terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with further expenditures of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion after the effective date, and shall cancel as many outstanding obligations as possible. The Pass-through Entity shall allow full credit to the Subrecipient for the federal and state share of any non-cancellable obligations properly incurred by the Subrecipient prior to termination. Cancellations in this manner shall be submitted in writing to INDOT.
- D. In the event of termination, all finished or unfinished documents or other materials prepared by the Subrecipient, under this Agreement shall, at the option of the Pass-through Entity, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed or such documents and materials. The phrase "satisfactory work completed" shall mean to the satisfaction of the Pass-through Entity and shall be applied to demand accurate, diligent and able workmanship from the Subrecipient.
- E. Upon termination of the Project and cancellation of this Agreement, the Subrecipient agrees to dispose of any Project equipment in accordance with Pass-through Entity and INDOT requirements.
- F. The Subrecipient shall not be relieved of liability to the Pass-through Entity for damages sustained by the Pass-through Entity by virtue of any breach of the Agreement by the Subrecipient. The Pass-through Entity may withhold any payments to the Subrecipient for the purpose of set off until such time as the exact number of damages due to the Pass-through Entity from the Subrecipient. The Subrecipient will be reimbursed for all non-cancellable obligations incurred prior to termination. The acceptance of a remittance by the Pass-through Entity or any or all Project Funds previously received by the Subrecipient or the closing out of Federal and State financial participation in the Project shall not constitute a waiver of any claim which the Pass-through Entity, INDOT or U.S. D.O.T. may otherwise have arising out of this Agreement.
- G. If the Subrecipient do not respond within 30 days to any non-compliance identified by the Pass-through Entity, a second 30-day letter will be issued requesting corrections. If corrections are not documented after 60 days, the Pass-through Entity will withhold funding until the Subrecipient forwards corrections/compliance to the Pass-through Entity.

SECTION VIII: COMMUNICATION AND MEETINGS

- A. Any request, report, or other communication required by and/or pursuant to this Agreement shall be effective only if it is delivered in writing to the Pass-through Entity.
- B. Meetings to review and/or discuss Project activities may be called at any time by the Subrecipient, Pass-through Entity, INDOT, U.S. D.O.T., or any other party with a vested interest in the Project. The Pass-through Entity shall audit the Subrecipient annually and maintain documentation of any audits and/or visits that are congruent with 2 CFR 200 Pass-through Entity requirements. Non-compliances will be noted by letter, and the Subrecipient will have 30 days to respond with corrections to the satisfaction of the Pass-through Entity.

SECTION IX: PROJECT EQUIPMENT AND PROPERTY

A. Purchase of Equipment

- (1) The purchase of all Project equipment, facilities, and property financed in whole or in part pursuant to this Agreement shall be in accordance with applicable State Law and Federal Standards, including those set forth in (OMB) Uniform Guidance at 2 CFR Part 200, and FTA Circular 4220.1B, or the grantor agency requirements. Project equipment, facilities, and property shall be purchased in conformity with grantor agency requirements the latest approved Project Budget, incorporated as Part II of this Agreement.
- (2) Any property purchased and/or facilities constructed under this Agreement shall be located on land which is free of all legal encumbrance and a legal description of the designated tract of land shall be on file with the Pass-through Entity and INDOT.
- (3) The Pass-through Entity shall hold title to all Project Equipment which shall be subject to certain federal standards for use and disposition of Project equipment and/or facilities as set forth herein.

B. Use of Equipment and Property

- (1) The Subrecipient agree that proposed project funds and project-financed equipment, facilities and property shall be used for the provision of rural public transportation as specified in Part I of this Agreement and in the approved Application.
- (2) Such equipment, and/or facilities shall be used within the service area described in the Application for the duration of the useful life of the equipment, and/or facilities. The Subrecipient agrees to observe the property management standards as set forth by the guidelines that the Pass-through Entity, INDOT and U.S. D.O.T may issue. Exceptions to the stated requirements must be specifically approved by the Pass-through Entity. The Pass-through Entity reserves the right to require the Subrecipient to transfer title to any personal property financed with federal and state assistance funds made available under this Agreement.
- (3) The Pass-through Entity shall retain interest in the equipment throughout its useful life by holding title and leasing the equipment at no cost to the Subrecipient. The Subrecipient are required to maintain the proper insurance coverages on the equipment during the length of the lease Agreement. The "Useful Life" of specific equipment or motor vehicles is defined by INDOT.
- (4) The Subrecipient will maintain sufficient records documenting the use of equipment and/or facilities and submit to the Pass-through Entity, upon request, such information as is required in order to ensure compliance with this Section and shall immediately notify the Pass-through Entity in all cases where Project equipment, facilities and property are used in a manner substantially different from that described in the Application and Part I of this Agreement. The Subrecipient shall submit to the Pass-through Entity at the beginning of each calendar year a certification that the project equipment, facilities and property are still used in accordance with the terms of this Agreement.
- (5) During the useful life of the equipment and facilities the Subrecipient shall maintain such Project equipment and facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with guidelines or regulations which the Pass-through Entity, INDOT or U.S. D.O.T. may issue. The Pass-through Entity, INDOT and U.S. D.O.T. shall have the right to conduct periodic

inspections for the purpose of confirming proper maintenance pursuant to this Section. The Subrecipient shall obtain Pass-through Entity concurrence before undertaking any transfer of title, lease, encumbrance, or alienation of equipment, facilities and property financed with Federal and State assistance. The Pass-through Entity reserves the right to require the Subrecipient to restore project equipment, facilities and property or pay for damage to project equipment, facilities and property with the Subrecipient's knowledge and consent.

C. Disposition of Equipment and Property

If, at any time during the useful life of the equipment, facilities, or property, said equipment, facilities, or property are not used for those purposes specified in Part I of this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Subrecipient shall immediately notify and receive approval from the Pass-through Entity prior to disposing of such equipment. Disposition of such equipment, facilities or property shall be in accordance with the State's disposition procedures.

SECTION X: PATENT RIGHTS

No invention conceived or first actually reduced to practice in the course or under this Agreement by the Subrecipient or any subcontractor which is or may be patentable under the patent laws of the United States of America or any foreign country may be patented without the written authorization of the U.S. Department of Transportation.

SECTION XI: SPECIAL FEDERAL AND STATE REQUIREMENTS

A. Equal Employment Opportunity

- (1) In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or Pass-through Entity for employment because of race, color, age, creed, sex, or national origin. The Subrecipient shall take affirmative action to ensure that Pass-through Entities are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action should 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. The Subrecipient shall insert the foregoing provision (modified only to show the particular contractual relationship) in all contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials and construction contracts subject to the provisions of Section 14A of this Agreement and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- (2) If, as a condition of assistance, the Subrecipient has submitted, and the Pass-through Entity and INDOT have approved, an equal employment opportunity program that the Subrecipient agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation, and failure to carry out the terms of that equal employment opportunity program shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out the approved program, the Pass-through Entity and the INDOT will impose such remedies as it may deem appropriate, which remedies may include termination of this Agreement as provided in Section 8 of this Agreement or other measures that may affect the ability of the Subrecipient to obtain future financial assistance under the Federal Transit Act of 1964, as amended.

B. Title VI Civil Rights Act 1964

The Subrecipient shall comply and shall assure the compliance by subcontractors under this Agreement with all the requirements imposed by Title VI of the Civil Rights Act of 1964, as amended. Accordingly, the Subrecipient shall comply with the U.S. Department of Transportation Regulations, Title 49, Code of Federal Regulations, Part 21 through Appendix A and CFR 710.405(b), which are herein incorporated by reference and made part of this Agreement.

C. Disadvantaged Business Enterprise

The Subrecipient shall be responsible for meeting the applicable regulations regarding participation by disadvantaged business enterprises (DBE) in U.S. DOT programs set forth at 49 CFR Part 26, or any revision or supplement thereto. Pursuant to the requirements of 49 CFR 26, the following clauses must be inserted in any U.S. DOT assisted subcontracts:

(1) DBE Policy

In accordance with 49 CFR 26.13(a) the Subrecipient assures that it shall not discriminate on the basis of race, color national origin, or sex in the implementation of the Project and in the award and performance of any third-party contract, or sub-Agreement supported with Federal assistance derived from the U.S. D.O. T. or in the administration of its DBE program or the requirements of 49 CFR part 26.

(2) DBE Obligation

The Subrecipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26. to ensure nondiscrimination in the award and administration of third-party contracts and sub-Agreements supported with federal assistance derived from U.S. DOT. The Subrecipient DBE Program. as required by 49 CFR Part 26 and approved by the U.S. DOT, will be incorporated by reference and made part of this Agreement for any federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE Program is a legal obligation of the Subrecipient, and failure to carry out its terms shall be treated as a violation of this Agreement.

Failure to carry out these requirements shall constitute a breach of this Agreement and, after notification by the Pass-through Entity, may result in termination of this Agreement by the Pass-through Entity or such remedy as the Pass-through Entity deems appropriate.

(3) DBE Reporting

The Subrecipient shall submit DBE reports to the Pass-through Entity as part of the quarterly reporting to INDOT.

D. Special Section 5333(b) Labor Warranty

The Subrecipient agrees that, in the absence of waiver by the U.S. Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Subrecipient shall comply with the requirements of the Special Section 13© warranty of the Federal Transit Act of 1964, as amended. This warranty sets forth terms and conditions determined by the U.S.

Department of Labor to be fair and equitable to protect the interests of employees affected by the Project and said conditions are herewith incorporated by reference and made a part of this Agreement.

E. Prohibited Interests

- (1) No officer, member or employee of the Subrecipient, and no member of its governing body, and no other public official within the Subrecipient's defined service area, who exercises any functions or responsibilities in the review or approval of the Project or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest, or in which there may be any personal or pecuniary interest, direct or indirect, in this Agreement, or the proceeds thereof.
- (2) No member of or delegate to the Congress or the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

F. Energy Conservation

During the performance of this Agreement, the Subrecipient shall comply with all applicable and mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

G. Competition in Procurement

The Subrecipient shall comply with the Procurement Standard requirements set forth in (OMB) Uniform Guidance at 2 CFR Part 200, as amended and all revisions thereof, as may be appropriate; and all established procedures of the Pass-through Entity and INDOT. The Pass-through Entity and INDOT reserve the right to review the Subrecipient's technical specifications and requirements, where such review is necessary for proper Project administration. The Subrecipient further agrees that no Federal funds shall be used to support procurements utilizing exclusionary or discriminatory specifications.

H. Nondiscrimination On the Basis of Handicap

The Subrecipient shall ensure that all fixed facility construction or alteration and all new equipment included in the Project comply with the regulations regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth at 49 CFR Part 27, and any amendments thereto.

I. Americans with Disabilities Act

The Subrecipient must comply with all applicable requirements under the Americans with Disabilities Act (49 CFR Parts 27, 37, and 38).

The Subrecipient shall maintain in operative condition those features of facilities and vehicles that make those facilities readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other

Means of access to vehicles, securement devices, elevators, signage and systems to facilitate communications with persons with impaired vision or hearing.

Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessible feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

J. Charter and School Bus Operations

The Subrecipient shall comply with the applicable provisions of the guidelines related to charter and school bus operations (49 CFR 604 and 605, or 23 CFR 825.1 Appendix A paragraph 6).

K. Privacy Act

The Subrecipient shall comply with the Privacy Act of 1974 (5 U.S.C. Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system or records on individuals to be operated by the Subrecipient, its subcontract or employees to accomplish a Government function. The Subrecipient shall include this for the same purpose.

L. Buy America

All procurement and construction contracts under this Agreement must comply with Section 165 of the Surface Transportation Act of 1982, P.L. 97-424, 49 U.S.C. 1601, and UMTA regulations and guidance issues to implement this statutory provision.

M. Cargo Preference

The Subrecipient agrees:

- (1) To utilize privately owned United States-Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Section, to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels.
- (2) To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with the appropriate identification of the Project.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

N. Control of Drug Use in Transportation Operations

The Subrecipient will comply with all aspects of the anti-drug program outlined in the "Control of Drug Use in Mass Transportation Operations" (49 CFR Part 655) regulation, the "Procedures for Transportation Workplace Testing Programs" (49 CFR Part 40), and the Drug-Free Workplace Act of 1988 Implementation regulation (49 CFR Part 29) or subsequent amendments.

O. Bus Testing

All procurement contracts under this Agreement must comply with the Interim Final Rule Bus Testing (49 CFR Part 665). The Pass-through Entity agrees to abide by all regulations set forth under the final rule, as adopted.

P. Publication of Federal Assistance

Pursuant to Section 8136 of the Department of Defense Appropriations Act for fiscal year 1989, the Pass-through Entity shall clearly set forth in any statement, press release, request for proposal, bid solicitation or other document describing projects or programs funded in whole or in part with FTA funding information concerning the use of those FTA funds. To a minimum this must include:

- (1) The dollar amount of FTA assistance for the project.
- (2) The percentage of the total project cost that is financed with FTA funds.

Q. Restrictions on Lobbying

The Subrecipient certifies that it has complied with Section 1352 of Title 31, U.S. Code, which provides in part that:

- (1) No Federal appropriated funds have or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant contract for Federal Funding, the Subrecipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL is available from the Pass-through Entity or INDOT.
- (3) The Pass-through Entity shall require that this Restriction on Lobbying contract clause be included in all lower tier sub-contracts which exceed \$100,000 and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this grant contract is entered into. This certification is a prerequisite for making and entering into this grant contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

R. Federal Changes

The Subrecipient shall at all times comply with FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

S. Program Fraud & False or Fraudulent Statements & Related Acts

- (1) The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. ss 3801 et seq. and U.S. Dot regulations, "Program Fraud Civil Remedies", 49 C.F.R. 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient 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 Subrecipient to the extent the Federal Government deems appropriate, it may make, or causes to be made, pertaining to this Agreement of the FTA assisted program.
- (2) The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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. ss 5307 the Government reserves the right to impose the penalties of 18 U.S.C. ss 1001 and 49 U.S.C. ss 5307 (n)(1) on the Subrecipient, to the extent the Federal Government deems appropriate.
- (3) The Subrecipient agrees to include the above two clauses in each subcontract financed as a 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 subcontractor who will be subject to the provisions.

T. No Government Obligation to Third Parties

- (1) The Pass-through Entity and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Pass-through Entity, Subrecipient or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- (2) The Subrecipient agrees to include the above clause in each subcontract financed as a 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 subcontractor who will be subject to its provisions.

U. State and Local Law Disclaimer

The use of many of the suggested clauses is 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 Subrecipient's procurement documents, the Subrecipient should consult with its local attorney.

V. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in preceding contract provisions. All contractual provisions provided by

DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Pass-through Entity requests which would cause the Pass-through Entity to be in violation of the FTA terms and conditions.

W. Debarment, Suspension & Other Responsibility Matters – Primary Covered Transactions

As required by U.S. D.O.T. regulations on Government wide Debarment and Suspension (Non procurement) at 49 CFR 29.510:

- (1) The Subrecipient Primary Participant certifies to the best of their knowledge and belief, that it and its principles:
 - (a) Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - (b) Have not within a three year period preceding this proposal been convicted or had a civil judgement rendered against them for Pass-through Entity or fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or Pass-through Entity of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with Pass-through Entity of any of the offenses listed in paragraph (2) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated or be cause or default.
 - (e) The Subrecipient also certifies that if, later it becomes aware of any information contradicting the statements in (a) through (d) above, it will promptly provide that information to the Pass-through Entity.
 - (f) If the Subrecipient (Primary Participant) is unable to certify the statements within paragraphs (1) and (2) above, it shall indicate so and provide a written explanation to the Pass-through Entity.

X. Employment Eligibility Verification

The Pass-through Entity confirms as governmental employers we are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have "public contracts for services" with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (i.e. state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub- grantees may search <https://www.e-verify.gov/>.

SECTION XII: ENVIRONMENTAL AND RESOURCE PROTECTION REQUIREMENTS

A. Compliance with Environmental Standards

If the total amount of Federal funds to be paid pursuant to this Agreement is in excess of one hundred thousand dollars (\$100,000), the Subrecipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (49 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-- exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall notify the Pass-through Entity of the receipt of any communication from EPA indicating that a facility to be utilized in the Project is under consideration for listing EPA.

B. Motor Vehicle Safety and Pollution Standards

Any motor vehicle purchased with Project funds shall be maintained in accordance with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation, and the Indiana Department of Traffic Safety and Vehicle Inspection.

C. Use of Public Land

No publicly owned land from a park, recreation area, or wildlife and waterfowl refuge of national, State or local significance as determined by the Federal, State or local officials having jurisdiction thereof, or any land from a historic site of national, State or local significance as determined by such officials may be used for the Project without the prior concurrence of the Pass-through Entity and INDOT.

D. Air Pollution

No facilities or equipment shall be acquired, constructed, or improved as a part of this Project unless the Pass-through Entity obtains satisfactory assurances that are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal Standards.

SECTION XIII: MISCELLANEOUS

A. Bonus or Pass-through Entity

The Subrecipient warrants that it has not paid, and also agrees not to pay, any bonus or Pass-through Entity for the purpose of obtaining approval of the application for the financial assistance provided for herein or any other approval by the Pass-through Entity which may be necessary in connection with carrying out this Agreement.

B. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a Pass-through Entity, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Pass-through Entity and INDOT shall have the right to annul this Agreement without liability or at its discretion, to deduct from the compensation to be paid under this Agreement or otherwise recover, the full amount of such Pass-through Entity, percentage, brokerage or contingent fee.

C. Successors and Assigns

The Subrecipient and Pass-through Entity each binds itself, its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assign of such other party in respect to all promises of this Agreement.

D. Severability

If any part of provision of this Agreement is held invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part of provision held to be invalid.

The parties having read and understanding the foregoing terms of the Agreement do by their respective signatures dated this 13th day of May, 2025 hereby agree to the terms thereof.

(Name of Subrecipient)

BY: _____
(Signature)

Attest: _____
(Signature)

Hendricks County Board of Commissioners

(Name of Pass-through Entity/County Commissioners)

BY: Dennis W. Daves
(Signature)

Attest: Ann Stork
(Signature)

CERTIFICATION OF PASS-THROUGH ENTITYS ATTORNEY

I, Greg Steverwald, acting as Attorney for the Hendricks County Commissioners, do hereby certify that I have examined this AGREEMENT and the proceedings taken by the Pass-through Entity related thereto, and find that the Pass-through Entity has been duly authorized by the Pass-through Entity's official action taken on the 13th day of May, 2025 and that the execution of this AGREEMENT constitutes a legal and binding obligation of the Pass-through Entity in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no legislations or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this AGREEMENT.

Dated this 13th day of May, 2025

BY: Greg Steverwald
(Signature)

Greg Steverwald
(Printed Name)

To receive a grant under any FTA-administered programs, INDOT must annually assure the FTA that subrecipients meet certain requirements. INDOT must maintain adequate files documenting the basis for all local assurances which the subrecipient makes to INDOT.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST COMPLETE THE TEMPLATES PROVIDED BELOW. APPLICANTS MUST SIGN THE "LOCAL CERTIFICATIONS AND ASSURANCES" FORM, AS WELL AS COMPLETE "ATTACHMENT A". ONCE COMPLETED, THE DOCUMENTS **MUST BE SCANNED AS A SINGLE PDF** AND UPLOADED TO "LOCAL FINANCIAL ASSURANCES" WITHIN THE ONLINE APPLICATION OF BLACKCAT.

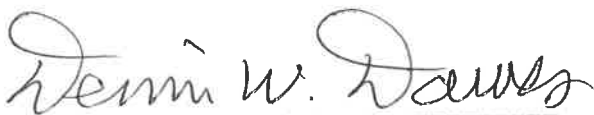
*Documents can be signed electronically when the document is converted to PDF prior to uploading for review. **NO COPY/PASTING OF SIGNATURES WILL BE APPROVED.***

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LOCAL FINANCIAL CERTIFICATIONS and CAPITAL USE ASSURANCES

The **Hendricks County Commissioners**, hereby certifies and assures with respect to this application for Section 5311/5339 assistance that:

1. The Applicant and its designated subrecipient under the agreement have the requisite fiscal, managerial, and legal technical capacity to carry out the Section 5311/5339 Program and to receive and disburse federal and state funds.
2. Some combination of state, local, and/or private funding sources has or will be committed **and restricted** to the 5311/5339 program in order to provide the required local share through the period of service identified within the grant contracts. ***(Provided in Attachment A of this document)***
3. Any portion of local, and/or private funding sources that has been committed as restricted to the 5311/5339 transit grant, and not utilized at the end of the period of service identified within the grant contract, will be placed into a reserve account, and reprogrammed into future 5311/5339 program grants or projects.
4. Project equipment, facilities and property previously purchased with federal transit funding and identified within the transit agencies inventory continues to be used for the original project purpose in accordance with the terms and conditions of all applicable INDOT capital and operating grant agreements for the provision of 5311 funded rural public transportation.
5. The Applicant, by time of delivery, will have sufficient local funds to purchase and operate the federally funded vehicles and/or equipment identified under this project, as applicable.
6. Any new capital Project equipment, facilities, or property purchased with federal transit funding will continue to be used for the original project purpose until federal and state useful life benchmarks have been met and a request for Equipment Disposition has been submitted to INDOT Office of Transit for approval.



Signature of Authorized Official

Dennis W. Dawes

Printed Name of Authorized Official

President

Title of Authorized Official

05/13/2025

MM/DD/YYYY

Attachment A

Local Funding Sources Detail Section 5311 Operating Funds

PLEASE PROVIDE DETAILED SOURCES OF LOCAL MATCHING FUNDS THAT WILL BE CERTIFIED AND ASSURED AS RESTRICTED TO THE 5311/5339 PROGRAMS AND AVAILABLE DURING THE PERIOD IDENTIFIED WITHIN THE 5311/5339 GRANT CONTRACT BUDGETS. **FUNDS THAT ARE IDENTIFIED BELOW AND NOT MADE AVAILABLE AFTER ANY CONTRACT IS FULLY EXECUTED MAY RESULT IN BREACH OF CONTRACT WITH INDOT DEPENDING ON CAUSE OF UNAVAILABILITY.

TOTAL AMOUNT OF LOCAL MATCH IDENTIFIED ON THIS FORM, **MUST BE EXACT** WITH THE LOCAL MATCH IDENTIFIED WITHIN THE 5311 OPERATING and CAPITAL PROJECT BUDGETS SUBMITTED WITHIN THE APPLICATION.

*****INDOT understands that some sources and amounts entered below may be a “good faith” estimate of what may be provided to help support the local matching requirements for any Section 5311 or 5339 funds that are awarded. APPLICANTS MUST NOTIFY INDOT IMMEDIATELY UPON BECOMING AWARE THAT ANY FUNDS LISTED BELOW ARE NOT GOING TO BE AVAILABLE AT ANY POINT DURING THE GRANT PERIOD.**

Please DO NOT make a general reference to sources such as “county, city, donations, etc.”. You must identify each source BY NAME e.g., Franklin County General Fund, City of Bedford General Fund, United Way, Franklin County Foundation, BeHealthy Medical Center, etc. ALSO, PLEASE DO NOT LUMP SOURCES TOGETHER AS EACH SOURCE MUST BE IDENTIFIED ON ITS OWN LINE.

SECTION 5311 OPERATING FUND LOCAL MATCH SOURCES AND AMOUNTS: Section 5311 Funds have a 50% local match requirement.

[illegible]

Local Funding Sources Detail Section 5339 Capital Funds (If applicable)

TOTAL AMOUNT OF LOCAL MATCH IDENTIFIED ON THIS FORM, **MUST BE EXACT** WITH THE LOCAL MATCH IDENTIFIED WITHIN THE 5311 OPERATING and CAPITAL PROJECT BUDGETS SUBMITTED WITHIN THE APPLICATION.

****INDOT understands that some sources and amounts entered below may be a "good faith" estimate of what may be provided to help support the local matching requirements for any Section 5311 or 5339 funds that are awarded. APPLICANTS MUST NOTIFY INDOT IMMEDIATELY UPON BECOMING AWARE THAT ANY FUNDS LISTED BELOW ARE NOT GOING TO BE AVAILABLE AT ANY POINT DURING THE GRANT PERIOD.**

Please DO NOT make a general reference to sources such as “county, city, donations, etc.”. You must identify each source BY NAME e.g., Franklin County General Fund, City of Bedford General Fund, United Way, Franklin County Foundation, BeHealthy Medical Center, etc. ALSO, PLEASE DO NOT LUMP SOURCES TOGETHER AS EACH SOURCE MUST BE IDENTIFIED ON ITS OWN LINE.

IF SALE OR INSURANCE PROCEEDS FROM A PREVIOUSLY DISPOSED FEDERALLY FUNDED VEHICLE IS USED AS LOCAL MATCH, PLEASE IDENTIFY THE VIN # OF THE VEHICLE THAT WAS SOLD/SALVAGED. INDOT MAY CONTACT THE AGENCY TO CONFIRM THAT FEDERAL REQUIREMENTS ARE BEING MET PRIOR TO THE PROCEEDS BEING APPLIED TO THE PURCHASE OF ANY NEW VEHICLE.

SECTION 5339 CAPITAL FUND LOCAL MATCH SOURCES AND AMOUNTS: (if requesting vehicles that are ADA accessible, local match requirement is 15% of total cost of INDOT Base Unit Price. For any other equipment, Section 5339 Funds have a 20% local match requirement.)

[illegible]

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES PURCHASED WITH FEDERAL TRANSIT FUNDS

REQUIRED DOCUMENTATION INSTRUCTION: ALL APPLICANTS REGARDLESS OF WHETHER THEY ARE REQUESTING CAPITAL FUNDING FOR NEW VEHICLES or DISCRETIONARY EQUIPMENT MUST CERTIFY THE PROPER AND COMPLIANT USE OF ALL PROJECT EQUIPMENT AND FACILITIES PURCHASED WITH FEDERAL TRANSIT FUNDS (**NEW OR PAST PURCHASE**). APPLICANTS MUST OBTAIN THE REQUIRED SIGNATURE ON THE FORM PROVIDED AND UPLOAD TO "CERTIFICATION OF USE OF CAPITAL EQUIPMENT" WITHIN BLACKCAT APPLICATION.

*Documents can be signed electronically when the document is converted to PDF prior to uploading for review. **NO COPY/PASTING OF SIGNATURES WILL BE APPROVED.***

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CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

On behalf of Hendricks County Commissioners, I hereby certify that Project equipment, facilities and property purchased with federal transit funding (*past and present*) and identified within the inventories in the *BlackCat Grant Management System* continues to be used in accordance with the terms and conditions of all applicable INDOT capital and operating grant agreements for the provision of rural public transportation, and that no part of the local contribution has been refunded or reduced.

I also certify that all Project equipment, facilities, and property purchased with federal transit funding continues to be inventoried and recorded by the grant applicant and subrecipient transit agency. All equipment, facilities, and property will continue to be used for the original project purpose until federal and state useful life benchmarks have been met and a request for Equipment Disposition has been submitted to INDOT Office of Transit for approval.

Dennis W. Dawes

Name of Authorized Official of Applicant

President

Title of Authorized Official of Applicant

Dennis W. Dawes

Signature of Authorized Official of Applicant

05/13/2025

(MM/DD/YYYY)

CATEGORICAL EXCLUSION CLASSIFICATION OF CAPITAL PROJECTS CHECKLIST

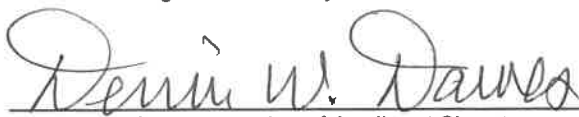
The following checklist identifies transit projects that are considered Categorical Exclusions (CEs) by FTA. Please check the category or categories under which your project should be classified. If your project does not fall under any of the standard categories, but you feel it meets the criterion of a CE (the project will have no significant impact on the environment), then provide project information justifying a Categorical Exclusion classification.

This document can be signed electronically when the document is converted to PDF prior to uploading for review.

The **Hendricks County Commissioners**, capital project is a categorical exclusion because it is for:

(Check those that apply)

- ☐ Planning and technical studies which will not fund the construction of facilities or acquisition of capital equipment.
- ☐ Engineering to define the elements of a proposal or alternatives sufficiently so that environmental effects can be assessed.
- ☐ Ridesharing activities and transportation corridor fringe parking facilities.
- ☐ Program administration and technical assistance activities by the applicant to administer Section 5311 funds.
- ☐ Project administration and operating assistance to continue existing service or increase service to meet demand.
- ☒ Purchase of vehicles of the same type (same mode) either as replacements or to increase the size of the fleet where such increase can be accommodated by existing facilities or by new facilities which themselves are within a categorical exclusion.
- ☐ Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where no additional land is required and there is no substantial increase in the number of users.
- ☐ Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant physical impacts off the site where the facility is located.
- ☐ Installation of signs, small passenger and bus shelters, and traffic signs where no substantial land acquisition or traffic disruption will occur.
- ☐ Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.
- ☐ Acquisition of land in which the property will not be modified, the land use will not be changed, and displacements will not occur. For projects other than FTA advance land loans, this categorical exclusion is limited to the acquisition of minor amounts of land. This is undertaken for the purpose of maintaining the current land use and preserving alternatives to be considered in the environmental process. Advance land acquisition shall not limit the evaluation of alternatives, including shifts in alignment for a construction project, which may be required in the National Environmental Policy Act process.
- ☐ Emergency repairs under 23 U.S.C. 125 which do not substantially change the design and are commenced during or immediately after the occurrence of a natural disaster or catastrophic failure.


Authorizing Representative of Applicant Signature

05/13/2025
(MM/DD/YYYY)

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) 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, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has 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; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or 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.
- (c) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) 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), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (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 equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT 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), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

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). The applicant certifies 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 its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) 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,
- (2) 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
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: **Hendricks County Commissioners**

The Applicant certifies to the applicable provisions of all categories: (*check here*) ✓.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<hr/>
02 Public Transportation Agency Safety Plans	<hr/>
03 Tax Liability and Felony Convictions	<hr/>
04 Lobbying	<hr/>
05 Private Sector Protections	<hr/>
06 Transit Asset Management Plan	<hr/>
07 Rolling Stock Buy America Reviews and Bus Testing	<hr/>
08 Urbanized Area Formula Grants Program	<hr/>
09 Formula Grants for Rural Areas	<hr/>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<hr/>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<hr/>

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Hendricks County Commissioners

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 the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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 Dennis W. Dawes Date: 05/13/2025

Name Dennis W. Dawes, President Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Hendricks County Commissioners

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 Greg Steverwald Date: 5-13-25

Name Greg Steverwald Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA 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 TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

5333(B) LABOR WARRANTY

Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use “a special warranty that provides a fair and equitable arrangement to protect the interests of employees” in order for the Section 5311(i) requirements to apply to Section 5311.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST DOWNLOAD THE DOCUMENT PROVIDED BELOW AND COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT AND TRANSIT PROVIDER. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO “5333(b) SPECIAL WARRANTY” WITHIN THE BLACKCAT APPLICATION.

ONLY UPLOAD THE LAST TWO PAGES OF THE DOCUMENT WHEN COMPLETED AND SIGNATURES OBTAINED.

*Documents can be signed electronically when the document is converted to PDF prior to uploading for review. **NO COPY/PASTING OF SIGNATURES WILL BE APPROVED.***

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SPECIAL WARRANTY ARRANGEMENT
For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects
PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought

about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this

arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total

time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service <u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within

thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons, therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not

merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 02-07-18

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**SPECIAL SECTION 5333(b) WARRANTY
LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS**

This form must be completed by all Applicants. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: Hendricks County Commissioners

Transit Provider: Sycamore Rehabilitation Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect

Union Representation (if applicable): N/A

Service Area Description: *(in space below, describe type of service and all service areas served by the transit agency identified above. Indicate whether service is fixed or deviated route, demand response, and include all counties and cities served.)*

Service Area: *includes any geographic area over which the transit agency operates.*

Demand response in Hendricks and Morgan Counties.

Other Public Transit Providers and Labor Organizations: *Please list any other public or private transit providers that currently operate within the service areas identified above, who are currently receiving Section 5311 or 5311(f) Inter-city Bus funding e.g. Barons Bus, Greyhound, etc.*

**Other 5311/5311(f) Providers Operating in
Applicant's Service Area:**

Union Representation (Union & Local # if applicable):

N/A	N/A

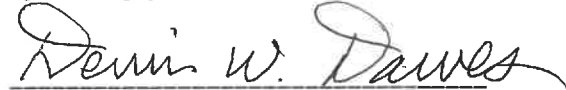
**STATEMENT OF ACCEPTANCE OF THE
SPECIAL SECTION 5333(b) WARRANTY**

All Applicants/Recipients must execute the following statement of acceptance:

The Hendricks County Commissioners and Sycamore Rehabilitation Services, Hendricks County ARC, Inc. DBA LINK Hendricks County and Morgan County Connect, agree to make use of the Special Section 5333(b) Warranty developed for exclusive application to the Rural and Small Urban Transit Assistance Program – Section 5311 of the Federal Transit Act, as amended.

The Applicant and any Recipient/Contract Providers agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between INDOT and the applicant.

Documents can be signed electronically when the document is converted to PDF prior to uploading for review. NO COPY/PASTING OF SIGNATURES WILL BE APPROVED.



Signature of Applicant

Dennis W. Dawes

Printed Name of Applicant

355 S. Washington Street, Suite 100

(Applicant Street Address)

Danville, IN 46122

(City, State, Zip)

FTA requires that each sub-recipient post the entirety of the Special Warranty Provisions as well as this signature page where affected transit employees may see it. E.g., Operator Break Room, or Lounge.

The Indiana Department of Transportation permits local public entities, public transportation corporations, regional commissions, and non-profit organizations that have been authorized to provide public transportation in the State of Indiana to be an eligible recipient of Section 5311 funds, with the following conditions and stipulations, consistent with INDOT program management practices:

1. An eligible public recipient includes with designation by formal resolution of the local governing board,
 - a. The State of Indiana, counties, cities, or towns within the State.
 - b. Public Transportation Corporations (PTC) as established under I.C. 36-9-4-12
 - c. Regional Planning Commissions as established under I.C. 36-7-7
 - d. nonprofit organizations.

All recipients who are funded through the 5311 program and who provide transportation within a designated single county service area, must have a formal authorizing resolution signed from the county acting as grant applicant. This resolution acts as the official designation which identifies each rural transit service provider who will operate and provide 5311 funded rural public transit services within their respected service area.

INSTRUCTIONS: The Authorizing Resolution must be completed and signed by an authorized representative for the county served under the 5311 Program Contract and Agreements. Once an Authorizing Resolution has been signed by an authorized representative for the county, the resolution should be scanned AS A PDF, AND UPLOADED TO THE APPLICATION.