

Introduced by: Acting City Manager April Walton

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF BERKELEY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING TRANSPORTATION SERVICES TO SENIORS AND INDIVIDUAL WITH DISABILITIES

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The Mayor is hereby authorized to execute on behalf of the City of Berkeley, an agreement with the Missouri Highway and Transportation Commission providing Transportations Services under the Section 5310 Grant Agreement.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this _____ day of _____ 2025

2nd Reading this _____ day of _____ 2025

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2025

Rita Crawford-Graham, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Final Roll Call:

Councilwoman Holmes	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___

Approved as to Form:
Phillip C. Boyd, City Attorney

CCO Form: MO85
Approved: 12/08 (AMB)
Revised: 08/25 (MWH)
Modified:

Project No. MO 2024-009
or other available funding

CFDA Number: CFDA #20.513
CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities
– Mobility Management, Purchase of Service, Fixed Route
Service Access Projects and/or Alternative in Transit that
Enhance Mobility
Federal Agency: Federal Transit Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
5310 - ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH
DISABILITIES CAPITAL AND OPERATING ASSISTANCE GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Berkeley (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of federal funds made available to the Commission under Title 49 United States Code (USC) 5310 (hereinafter, "5310" or "Section 5310"), to defray a portion of the costs of enhanced mobility of seniors and individuals with disabilities with transportation, carried out by the Grantee; and

WHEREAS, the Commission has awarded federal funds available pursuant to Section 5310 to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in the Grantee's application for Section 5310 assistance, attached hereto as Appendix A and incorporated herein by reference.

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal financial assistance.

(A) Net Operating Cost: Net operating cost is the total cost of operation less revenues received from the service provided. Such net operating cost is estimated to be the amount determined from the Grantee's projected operating budget as specified in Appendix A.

The Commission will make a grant from available federal funds in the amount not to exceed fifty percent (50%) of the net operating cost in a manner consistent with the requirements of the United States Department of Transportation (hereinafter, "USDOT") as contained in Section 5310 and in the Federal Transit Administration (hereinafter, "FTA") Circular 9070.1H, dated November 1, 2024.

(B) Capital Other Costs: Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget, as specified in Appendix A.

The Commission will make a grant from available federal funds in the amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the USDOT as contained in Section 5310 and in the FTA Circular 9070.1H, dated November 1, 2024.

(C) Capital Vehicle Costs: Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget, as specified in Appendix A.

The Commission will make a grant from available federal funds in the amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the USDOT as contained in Section 5310 and in the FTA Circular 9070.1H, dated November 1, 2024.

The Grantee shall provide funds from sources other than federal USDOT funds. The Grantee shall provide funds from sources other than: 1. unauthorized restricted federal funds; 2. receipts from the use of the project facilities and equipment; or 3. revenues of the transportation system in which such facilities and equipment are used in an amount sufficient, together with the grant pursuant to this Agreement, to pay the actual operating cost.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and the approved budget as specified in Appendix A.

(3) USE OF PROJECT FACILITIES AND EQUIPMENT: The following conditions are applicable to project facilities and equipment financed under this Agreement:

(A) The project facilities and equipment shall be used to provide transportation service to seniors and individuals with disabilities within the Grantee's transportation service area, substantially as described in the project description of the Application (Appendix A). The Grantee agrees to observe the property management standards as set forth 2 CFR Part 200, as now or hereafter amended in order to protect the interest of the USDOT. Exceptions to the requirements of this paragraph must be specifically approved by the Commission.

(B) If during the period, any project facilities/equipment are not used in transportation service to assist disabled individuals, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual cost of the project. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(C) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(D) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this paragraph and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

(E) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(F) At the beginning of each calendar year, the Grantee shall also submit to the Commission a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME PERIOD:

(A) Project Time Period for Net Operating Cost: N/A

(B) Project Time Period for Capital Other Cost: N/A

(C) Project Time Period for Capital Cost: The project period shall be from the date upon which this Agreement is executed until the equipment purchased under this Agreement is disposed of in accordance with Appendix B attached hereto and incorporated herein by reference.

(5) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(6) AUDIT REQUIREMENTS: If the Grantee expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expends less than one million dollars (\$1,000,000) in a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(7) AUDITS, INSPECTION, AND RETENTION OF RECORDS: The Commission and the USDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (A) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (B) the period during which the Grantee retains ownership or possession of such property; or (C) the end of the project time period specified in the PROJECT TIME PERIOD paragraph. All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three (3) years from the date of final payment to facilitate any audits or inspections.

(8) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered, and reimbursable expenses incurred shall be those allowable under 2 CFR part 200.

(9) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(10) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and the Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(11) INSURANCE:

(A) The Grantee is required or will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(12) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA) (42 USC 12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the MoDOT or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21), which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as the Commission or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of this NONDISCRIMINATION ASSURANCE paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(13) SECTION 504 ASSURANCES AND THE ADA OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the ADA of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(14) DISADVANTAGED BUSINESS ENTERPRISE (DBE): The Grantee agrees to either prepare and submit for Commission approval a DBE plan as defined in 49 CFR Subtitle A, Part 26, or to participate in the Commission's DBE plan. The Grantee shall also comply with the reporting requirements in 49 CFR Subtitle A, Part 26.

(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(16) REIMBURSEMENT:

(A) Net Operating Cost: N/A

(B) Capital Other Costs: N/A

(C) Capital Other Costs: The Commission, using funds made available to it from the grant made to it by the USDOT, shall reimburse the Grantee for eighty percent (80%) of the capital cost described in subparagraph (C) of the PURPOSE AND SOURCE OF FUNDS paragraph of this Agreement, provided, however, in no event shall the total amount reimbursed by the Commission for net capital cost exceed the maximum federal share of **two hundred thousand, ninety six dollars (\$200,096)**.

(17) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions

(A) Funds made available to the Commission and Grantee are subject to appropriations made by the General Assembly. The maximum Commission payment on any monthly or quarterly request and in the aggregate, when added to federal operating and/or capital assistance funds available and applied to the same operating and/or capital period, shall not cause the total of state and federal operating and/or capital assistance to exceed the amount of operating and/or capital assistance for which Grantee would have qualified in federal funds had additional federal funds been available.

(B) Financial summaries submitted to the Commission must include a certification that costs have been incurred in the performance of the contract and a record of the actual costs.

(C) Reimbursement will be made by the Commission on an incremental basis. Reimbursement is subject to approval by the Commission. All requisition forms shall be in an appropriate format approved by the Commission.

(D) Requisitions requesting reimbursement for operating expenses shall be in accordance with the approved project operating budget (Appendix A).

(E) Requisitions requesting reimbursement for capital expenses shall be in accordance with the approved estimated capital project budget (Appendix A).

(F) The Grantee shall not be reimbursed for any expenses incurred prior to or after the project period. Post-audit activities will be conducted by the Commission.

(G) The Grantee shall provide the Commission with a final invoice indicating the detailed costs, revenues, and actual operating loss, when applicable, to the Section 5310 grant. Upon receipt of the final invoice, an audit will be performed by the Commission pursuant to the AUDITS, INSPECTION, AND RETENTION OF RECORDS paragraph.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the Commission.

(19) SUBCONTRACTS: None of the project activities described in Appendix A shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(20) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If, for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

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

(21) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to, and approved, for the project.

(22) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with the respect to such breach or default.

(23) SECURITY: The Grantee agrees that upon purchase with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of Missouri that the Grantee will execute such documents as may be necessary to protect and secure a lien upon such equipment in favor of the Commission, if so requested by the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(24) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(27) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(28) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(29) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(30) PRIVACY ACT:

(A) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a, as amended. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

(B) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(31) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law but are significantly affected by state law. The language of the suggested clauses may need to be modified depending on state law, and before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(32) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA): The Grantee shall comply with all reporting requirements of FFATA, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) FEDERAL CLAUSES: The Grantee and its subcontractors shall comply with the FTA's third party contracting clauses as specified in Appendix C of this agreement.

(35) EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530 RSMo, Grantee has enrolled in a federal work authorization program and agrees to abide by the provisions contained in the Memorandum of Understanding the Grantee entered into with the United States Department of Homeland Security (Appendix D, attached hereto and incorporated herein by this reference).

[Remainder of this page left intentionally blank]

FEDERAL TRANSIT ADMINISTRATION CERTIFICATION AND ASSURANCES 2025

(Signature page alternative to signing individual certifications and assurances)

Name of Applicant: _____

The Applicant certifies they have **read and will comply** with the applicable provisions of [Categories 01-20](#).

Category	Description	5310	(initial)
01	Required Certifications and Assurances for Each Applicant.	X	
02	Public Transportation Agency Safety Plans	n/a	
03	Tax Liability and Felony Convictions	X	
04	Private Sector Protection	X	
05	Transit Asset Management Plan	X	
06	Rolling Stock Buy America Reviews and Bus Testing	n/a	
07	Urbanized Area Formula Grants Program	n/a	
08	Formula Grants for Rural Areas	n/a	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	n/a	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	m/a	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	X	
12	State of Good Repair Grants	n/a	
13	Infrastructure Finance Programs	n/a	
14	Alcohol and Controlled Substance Testing	X	
15	Rail Safety Training and Oversight	n/a	
16	Demand Responsive Service	X	
17	Interest and Financing Cost	X	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	X	
19	Public Transportation on Indian Reservations Formula and Discretionary Program (Tribal Transit Programs)	n/a	
20	Emergency Relief Program	X	

Federal Transit Administration (FTA) Certifications and Assurances

(Signature page alternative to signing individual certifications and assurances)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

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

Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded 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: _____ Date: _____
Authorized Representative of Applicant

Printed Name: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

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

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

Signature: _____ Date: _____
Attorney for Applicant

Printed Name: _____

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

Chair securements (only CC)

Wheelchair securements (only CC)													
			*Base Price	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8	Option 9	Option 9
Vehicle Model	Seating Capacity	Accessibility		800 lb lift	Overhead Storage	Integrated Child Seat	ADA for CC only - audible and visual system	Extra Wheel Chair Securement	Surveillance Cameras	USB Ports (ea.) per seat section	Catalytic Converter Deterrent System	Q'Straint One Wheelchair Securement System (1 system)	Q'Straint One Wheelchair Securement System (2 or more Systems)
tarcraft Allstar / 126 CC	20 Passengers / No WC 14 Passengers / 2 WC	side, front lift	N/A	-\$300	\$840	\$1,200	\$7,400	\$900	\$4,900	X2 \$100	\$495	\$11,815	\$16,782
tarcraft Allstar / 126	20 Passengers / No WC	N/A	N/A	N/A	\$840	\$1,200	N/A	N/A	\$4,900	\$100	\$495	N/A	N/A

Chair securements (only QQ & SS)

chair securements (only QQ & SS)												
	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8	Option 9			
Vehicle Model	Seating Capacity	Accessibility	*Base Price	800 lb lift	Overhead Storage	Integrated Child Seat	Extra Wheel Chair Securement	Surveillance Cameras	USB Ports (ea.) per seat section	Catalytic Converter Deterrent System	Q'Straint One Wheelchair Securement System (1 system)	Q'Straint One Wheelchair Securement System (2 or more Systems)
aircraft Starlite / 126	12 Passenger / No WC	N/A	N/A	N/A	\$840	\$1,200	N/A	\$4,900	\$100	\$495	N/A	N/A
aircraft Starlite / 26	11 Passenger / No WC 3 Passenger / 2 WC	Rear Lift	N/A	-\$300	\$840	\$1,200	\$900	\$4,900	\$100	\$495	\$11,815	\$16,782
aircraft Starlite / 26 SS	11 Passenger / No WC 3 Passenger / 2 WC	Side, Back Lift	N/A	-\$300	\$840	\$1,200	\$900	\$4,900	X2 \$100	\$495	\$11,815	\$16,782

and 2 sets of wheelchair securements

Options for 1 and 2 sets of wheelchair securements													
Vehicle Model	Seating Capacity	Accessibility	*Base Price	Option 1 800 lb lift	Option 2 Single Passenger Seat	Option 3 Integrated Child Seat	Option 4 Surveillance Cameras	Option 5 Catalytic Converter Deterrent System	Option 6 Addtl. Set of Wheelchair Securements	Option 7 31 Gallon Fuel Tank	Option 8 Hybrid Electric Drive	Option 9 All Wheel Drive	Option 10 Q'Straint One Wheelchair Securement System (per position)
T-350 T-40X T-45	10 Passengers, No WC 8 passenger, 1 WC 6 Passengers, 2 WC	Rear Lift	N/A	-\$150	N/A	\$1,500	\$7,250	\$1,500	\$1,500	\$300	N/A	\$7,500	\$6,500
T-350 T-40X T-45	6 passenger + 2 wheelchair (base) 7 passengers + 1 wheelchair (must purchase 1 additional single seat) 8 passenger, no wheelchair (must purchase 2 additional single seats)	Rear Lift	N/A	-\$150	\$1,750	\$2,100	\$7,250	\$1,500	\$1,500	\$300	N/A	\$7,500	\$7,500

and 2 sets of wheelchair securements

and 2 sets of wheelchair securements													
Vehicle Model	Seating Capacity	Accessibility	*Base Price	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8	Option 9	Option 10
					Single Passenger Seat	Integrated Child Seat	Surveillance Cameras	Catalytic Converter Deterrent System	Addtl. Set of Wheelchair Securements	31 Gallon Fuel Tank	Hybrid Electric Drive	All Wheel Drive	Q'Straint One Wheelchair Securement System (per position)
T-350 T-X2C 25	7 Passengers, 1 WC 3 Passengers, 2 WC	Rear Lift	N/A	-\$150	N/A	\$1,500	\$7,250	\$1,500	\$1,500	\$300	N/A	\$5,500	\$6,500



Starcraft Allstar



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