

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
SECTION 5310 Enhanced Mobility of Seniors and Individuals with Disabilities  
FEDERAL FISCAL (2024) FUNDING, 2025 PROGRAM YEAR - CFDA #20.513  
PROJECT NO: FTA5310-TP-25(128), JOB PIECE NO. 36427(49)  
GREER COUNTY  
AGREEMENT NO. EMOS-2025-12**

This Agreement is entered into between the Oklahoma Department of Transportation, hereinafter called the "**DEPARTMENT**", acting for and on behalf of the State of Oklahoma, the Governor's designee for the administration of 49 United States Code (U.S.C.) § Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Capital Assistance Grant Program, and the **MANGUM REGIONAL MEDICAL CENTER**, hereinafter referred to as "**CONTRACTOR**" for the purpose of providing transportation service to be known as **STRONG MINDS PROGRAM** hereinafter referred to as "**TRANSIT AGENCY**", and subject to the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, Public Law 114-94 allowed for the implementation of the Fixing America's Surface Transportation Act (FAST Act); and

**WHEREAS**, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Formula Grant Program authorizes the apportionment of funds to assist eligible recipients in replacing, and purchasing buses; to provide effective and reliable transportation to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, and other activities of daily life, while improving mobility within and among communities, and provides further that funds be made available through the State of Oklahoma to the CONTRACTOR approved by the Federal Transit Administration, hereinafter referred to as "FTA"; and,

**WHEREAS**, the DEPARTMENT has been designated to administer the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program within the State of Oklahoma; and,

**WHEREAS**, the CONTRACTOR is an approved subrecipient of Federal Fiscal (FY) 2024 FTA funds for the purchasing of replacement vehicles and associated equipment related to the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program; and,

**WHEREAS**, the Capital Item(s) purchased under this Agreement will be used within the scope of the CONTRACTOR'S Section 5310 Program; and,

**WHEREAS**, the DEPARTMENT is charged with the duty of administering and coordinating the approved program with the subrecipient agency, it is therefore deemed necessary to enter into an Agreement with the subrecipient agency for the procurement of requires buses and associated equipment to enable them to continue to provide transportation in designated areas.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **SECTION 1: PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms, conditions and mutual understanding of the parties as to the manner in which the CONTRACTOR will purchase and use replacement vehicles, expansion vehicles and associated equipment for their programs as outlined by the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program and to more specifically identified and stated within in the Program Application.

## **SECTION 2: PROGRAM SCOPE**

In addition to the terms and conditions as set forth in this Agreement, the CONTRACTOR will undertake and complete the program as specified in the program application.

## **SECTION 3: TIME FOR PERFORMANCE**

Time is considered of the essence in the performance of the services required by this Agreement. The CONTRACTOR will be prepared to commence work upon receiving a "Notice to Proceed" from the DEPARTMENT and to complete all aspects of the Agreement through the TRANSIT AGENCY with all practicable dispatch, in a sound economical and efficient manner for the duration of the Agreement period, which begins on the first day of the fully executed contract and ends two (2) years from that date. Activities prior to a written notice to proceed from the DEPARTMENT are not eligible for reimbursement unless prior written approval is provided by the DEPARTMENT. Unused grant funding allocation balance at the end of the contractual period will go into a general fund to be reallocated to eligible subrecipients.

It is understood and agreed between the parties hereto that the DEPARTMENT is receiving FTA funding which may be subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

The DEPARTMENT will initiate the closeout of this agreement within (ninety) 90 days after all funds are expended, all work activities for the project are completed, or at the end of the agreement period as defined.

Subsequent to the reevaluation of this Agreement, the parties hereto may, by supplemental Agreement, extend the contracted services at the discretion of the DEPARTMENT. Any supplemental Agreement shall provide for such amendments to the terms of this Agreement as are required and shall be executed with the same formality as this Agreement.

## **SECTION 4: COMPENSATION**

This Agreement is subject to a federal aid financial assistance agreement between the DEPARTMENT and the US Department of Transportation. It is mutually understood the DEPARTMENT is performing an administrative function as an agent of the Federal government under the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program. No State funds are available for use by the CONTRACTOR for cost overruns or any item set forth in this Agreement.

## **SECTION 5: COST OF PROGRAM**

The total 2025 program year amount of available funds will not to exceed **\$120,000.00 (ONE HUNDRED TWENTY THOUSAND DOLLARS)**. Reimbursement for procurement performed under this Agreement will be based on actual accountable eligible costs incurred by the TRANSIT AGENCY with a maximum federal participation as follows:

Eighty five percent (85%) for capital acquisitions of vehicle and related equipment required to meet the Americans with Disabilities Act of 1990 or the Clean Air Act for Capital Program expenditures and eighty percent (80%) for capital expenditures as defined by (FTA Circular C, 5100.1), as amended. Costs shall not exceed limits set by State law and shall conform to the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. Private "For-Profit" entities may obtain indirect cost rates from the Defense Contract Audit Agency (DCAA) web-site at: <http://www.dcaa.mil>, and;

The CONTRACTOR shall initiate and complete all actions necessary to provide its share of the Program costs at, or prior to, the time that such funds are needed to meet program costs.

The CONTRACTOR further agrees that no refund or reduction of the local share amount so provided will be made unless a proportional amount of the federal share is made to the State at the same time.

The DEPARTMENT will make reimbursement payments from any eligible FTA award based upon properly prepared and executed claim forms provided by the DEPARTMENT. All claims shall be accompanied by the vehicle invoice(s) and associated equipment invoice(s) tabulating all costs by classification showing expenses and totals, along with all necessary supporting documentation. Claims must to be submitted within fourteen (14) calendar days from the time of vehicle(s) possession/acceptance from the vehicle Manufacture. No reimbursement will be made for claims incurred outside of this contract period, unless approved by the DEPARTMENT. The CONTRACTOR shall be responsible for ineligible expenses as defined by FTA and the DEPARTMENT.

## **SECTION 6: GOVERNING RULES AND REGULATIONS**

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including, but not limited to: all allocable provisions as out lined in FTA Master Agreement (latest addition), workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, The CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. All out-of-state travel associated with the UPWP and payable under this Agreement must have the written approval of the CONTRACTOR Executive Director. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel.

Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law. All out-of-state travel must be approved by the DEPARTMENT prior to departure.

## **SECTION 7: PROGRAM EQUIPMENT PROCUREMENT**

All TRANSIT AGENCY vehicles and associated equipment financed in whole or in part pursuant to this Agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and FTA Circular 4220.1G, as amended. TRANSIT AGENCY equipment shall be purchased in conformity with the approved program budget, and stated within in the program Application.

The CONTRACTOR will be required, unless otherwise authorized in writing by the DEPARTMENT, to utilize the Department of Central Services, State Purchasing Division for procurement of vehicles and other TRANSIT AGENCY equipment with the exception of "Start Up" costs for items such as vehicle signage, tax, title and miscellaneous items costing ONE HUNDRED DOLLARS (\$100.00) or less. Unauthorized procurements **will not** be reimbursed by the DEPARTMENT. Bid specifications will be developed by the DEPARTMENT for various types of vehicles and other equipment as requested.

Revenue CONTRACTS involving FTA funded facilities or assets.

### **Examples Include:**

- 1) Advertising on buses,
- 2) At bus shelters, or
- 3) At transit centers)

These must be awarded on a competitive basis, and income derived from such CONTRACTS must be used to offset program costs approved by the DEPARTMENT.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1G, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget, and stated within in the PROGRAM Application.

When a CONTRACTOR has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor, competitive procurement requirements shall apply to the CONTRACTOR and/or subcontractor activities. In such circumstances, the procurement process of the CONTRACTOR/subcontractor should meet all state and federal (see FTA Master Agreement as amended) requirements, including Buy America, suspension/debarment, and lobbying requirements. Furthermore, ODOT will maintain complete oversight to ensure CONTRACTOR/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the CONTRACTOR/ subcontractor as ODOT deems necessary.

## **SECTION 8: USE AND DISPOSAL OF PROPERTY**

PROGRAM vehicles shall be used for the provision of public transportation services as stated within in the PROGRAM Application for the duration of its useful life. The CONTRACTOR must obtain written approval from ODOT in any situation where contemplated use of PROGRAM vehicles is different from that described in the PROGRAM Application or if PROGRAM service is to be discontinued.

In the event that any program facility or equipment is used in an improper manner or is used for any unapproved activity, the CONTRACTOR shall be in default of this Agreement and shall be subject to forfeiture of further financial assistance and may be required to reimburse Federal funds used to purchase said equipment and the Federal funds used for related expenses.

In the event the CONTRACTOR terminates the TRANSIT AGENCY or decides not to continue the TRANSIT AGENCY into a subsequent year, the procedures as set out within the DEPARTMENT's State Management Plan (SMP) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds, regardless of its age or condition.

The disposal of all capital assets must be conducted through a public auction. The CONTRACTOR shall use the Department of Central Services Surplus Auction process, or a public auction.

It is hereby understood by the parties hereto that the FTA shall maintain an eighty five percent (85%) equity through perpetuity in the real property purchased under this Agreement. In the event the CONTRACTOR should wish to sell said properties, they may be disposed of only under the provisions as set forth in (Title 69 Okla. § 1001 and further described above), and FTA'S 85% equity of such sale proceeds shall be reimbursed to FTA.

## **SECTION 8: INSURANCE AND MAINTENANCE REQUIREMENTS:**

The CONTRACTOR shall secure and maintain liability, collision, and comprehensive insurance policies for all transit vehicles in compliance with federal and State law as set forth in the State Management Plan (SMP).

The CONTRACTOR is required to submit proof of insurance on all active revenue rolling stock vehicles within their grant application before the submission of a claim for reimbursement.

At a minimum, the CONTRACTOR agrees to comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

*Flood Insurance* - The CONTRACTOR agrees to have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before receiving federal assistance to acquire, construct, reconstruct, repair, or improve that building. Additionally, the building and its contents must be covered by flood insurance in an amount at least equal to the

federal investment (less estimated land cost) or equal to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968. Current limits are \$500,000 per building and \$500,000 for the contents of each building.

FTA has defined building and contents coverage in its Emergency Relief rule, 49 CFR part 602, as follows:

*Building* - For insurance purposes, a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site. This includes manufactured or modular office trailers that are built on a permanent chassis, transported to a site in one or more sections, and *affixed to a permanent foundation*.

*Contents coverage* - For insurance purposes, contents are personal property within a building, including fixtures, machinery, equipment and supplies. In addition to the costs to repair or replace, contents insurance coverage shall include the cost of debris removal and the reasonable cost of removal of contents to minimize damage.

*Minimum Insurance* - The CONTRACTOR must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal assistance as provided to property owned by the recipient.

*Insurance Proceeds* - If the CONTRACTOR receives insurance proceeds when federally assisted property has been lost or damaged by fire, casualty, or natural disaster, the recipient agrees to: (a) Apply those proceeds to the cost of replacing the federally assisted property that is damaged, destroyed, or taken out of service (listed on the preceding pages are two examples of the application of insurance proceeds); or (b) Return to FTA an amount equal to the remaining federal interest in the federally assisted property that is lost, damaged, or destroyed.

*Federal Interest* - The federal interest is not dependent on the extent of insurance coverage or on the insurance adjustment received.

*Flood Risk Management* - All FTA recipients receiving funding for infrastructure projects of facilities are required to follow E.O. 11988, as amended by E.O. 13690, which includes assessment of flood risk associated with proposed projects in floodplains.

The CONTRACTOR shall submit to the DEPARTMENT, an equipment maintenance plan and facilities maintenance plan for all FTA funded equipment, vehicles and facilities at the beginning of each program year. The CONTRACTOR hereby certifies that the TRANSIT AGENCY equipment, vehicles and facilities are being used in accordance to the terms of this Agreement and that no part of the local contribution to the cost of the TRANSIT AGENCY has been refunded or reduced.

The CONTRACTOR further agrees that all FTA funded equipment, vehicles and facilities are at a high standard of cleanliness, and operationally safe and sound. For all equipment under warranty, the CONTRACTOR certifies that there is a system in place for identifying warranty claims, record claims, and enforcing claims against manufactures.

The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

## **SECTION 10: RECORDS AND REPORTS**

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall advise the DEPARTMENT regarding progress of the TRANSIT AGENCY by submitting reports as the DEPARTMENT may require.

The CONTRACTOR and its subcontractor shall keep satisfactory records with regard to the use of project equipment and submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Agreement.

All records relating to the TRANSIT AGENCY shall be maintained by the CONTRACTOR for three (3) years after final payment from the DEPARTMENT. The CONTRACTOR shall retain, and make available to the DEPARTMENT, financial statements, data, records, contracts, and other documents related to the TRANSIT AGENCY as may be required by the DEPARTMENT.

The DEPARTMENT and the FTA shall be provided proper facilities for review and inspection of the work provided herein and shall at all reasonable times have access to the premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda pertaining to the TRANSIT AGENCY.

The TRANSIT AGENCY shall provide to the DEPARTMENT monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Reports shall be submitted in such form as may be specified by the DEPARTMENT.

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by TRANSIT AGENCY and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the participants for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of FTA shall be made directly in writing provided the same is sent to the DEPARTMENT's Office of Mobility & Public Transit Division at the same time.

## **SECTION 11: AUDIT AND ACCESS TO RECORDS**

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall permit representatives of the DEPARTMENT, FTA, State Auditor and Inspector, or the US Comptroller General's office to inspect and audit the books, documents, papers and records of the TRANSIT AGENCY which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR agrees that as required under 49 U.S.C. § 5325(g) and 49 C.F.R. § 18.36(i)(10), to provide sufficient access to inspect and audit records and information pertaining to this Agreement, for a minimum of three years after services are rendered.

As part of this Agreement, The CONTRACTOR agrees to provide the DEPARTMENT with a Single Audit performed in accordance to the audit requirements set forth in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and as further amended by U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. The Single Audit shall be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

## **SECTION 12: INSPECTION OF WORK**

The DEPARTMENT shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description, which the DEPARTMENT considers pertinent to the work hereunder. The parties will fully inform each other in the event of any review and inspection of work specified hereunder by other than party representatives. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

## **SECTION 13: OWNERSHIP OF DATA**

All reports published by the State or the CONTRACTOR as a result of the TRANSIT AGENCY shall contain an acknowledgment as follows:

"Prepared in cooperation with the US Department of Transportation, Federal Transit Administration and the Oklahoma Department of Transportation".

Further, for reports prepared for distribution to the public, a disclaimer statement as follows will be included:

"The contents of this report reflect the views of the MANGUM REGIONAL MEDICAL CENTER that are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect official views or policies of the Oklahoma Department of Transportation or the Federal Transit Administration."

The CONTRACTOR is free to copyright material developed under the TRANSIT AGENCY with the provision that the DEPARTMENT and the US Department of Transportation reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use the work.

## **SECTION 14: CHANGES AND MODIFICATIONS**

No changes or modifications in the manner, scope or type of work to be performed hereunder or the compensation to be paid by the DEPARTMENT hereunder shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in this Agreement.



## **SECTION 15: GOVERNING RULES AND REGULATIONS**

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. Reimbursement for travel shall not exceed the limits as set forth within the aforementioned document. All out-of-state travel must be preapproved by the DEPARTMENT prior to departure.

## **SECTION 16: EQUIPMENT COMPLIANCE**

The CONTRACTOR shall certify to the DEPARTMENT that all vehicles purchased or otherwise obtained for use by the TRANSIT AGENCY complies with all Federal Motor Vehicle Pollution requirements and the Motor Vehicle Safety Standards as established by the US Department of Transportation.

## **SECTION 17: COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **SECTION 18: SECTION 504 - REHABILITATION ACT OF 1973**

The CONTRACTOR shall comply with the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) and the regulations of the US DEPARTMENT OF TRANSPORTATION issued thereunder (49 C.F.R. part 27) as amended. Services must be provided to elderly and persons with disabilities which are reasonable by comparison with the service provided to the general public.

## **SECTION 19: CERTIFICATE OF ELIGIBILITY**

US Department of Transportation regulations (49 C.F.R. part 29) require that all contractors and consultant contractors execute a "Certificate of Eligibility" which is attached hereto as Attachment "C" and by reference incorporated herein and made a part hereof.

## **SECTION 20: CHARTER BUS REQUIREMENTS**

The CONTRACTOR agrees to comply with all of the following:  
To the extent required by federal law and regulations, FTA's "Charter Service" requirements apply to the CONTRACTOR and any third-party participant receiving funds

made available through 49 U.S.C 53 and 23 U.S.C. §133 or 23 U.S.C. §142. Applicants for assistance under 49 U.S.C. Chapter 53 will not be in violation of charter service regulations if the recipient provides a private intercity or charter transportation operator reasonable access to the recipient's federally funded public transportation facility, intermodal facility, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. § 5323(r) as amended by the FAST Act.

The CONTRACTOR and any third party agree not to engage in charter services except as permitted under 49 U.S.C. § 5323(d) and 49 C.F.R. part 604 and approved by the DEPARTMENT.

## **SECTION 21: SCHOOL BUS REQUIREMENTS**

Pursuant to 49 U.S.C. § 5323(f) or (g) and 49 C.F.R. part 605, recipients nor any of their Third-Party participants receiving FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **SECTION 22: USE OF REAL PROPERTY, EQUIPMENTS, AND SUPPLIES**

The CONTRACTOR agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a project (project property) until, and to the extent that, the Federal Government removes its federal interest.

### **A. FTA Requirements and Guidance for Use of Project Property - The CONTRACTOR agrees that:**

(1) Satisfactory Continuing Control - It will maintain continuing control of the use of its project property as satisfactory to FTA, which is defined as the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

(2) Appropriate Use - It will use its project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.

(3) Delay or Failure to Use Project Property - The Federal Government may require it to return the entire amount of federal assistance spent on its project property if, during the useful life of its project property, the Recipient has unreasonably delayed using its project property, or failed to use its project property.

(4) Notification - It will notify FTA immediately when it uses any of its project property in a manner substantially different from the representations in its application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its project property from appropriate use.

(5) FTA Guidance - It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- B. General Federal Requirements - The CONTRACTOR agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The CONTRACTOR also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- C. Maintenance - As provided under federal laws, regulations, and requirements, and as provided in federal guidance, the CONTRACTOR agrees to maintain its project property in good operating order, and comply with FTA's Transit Asset Management Program regulations when promulgated pursuant to 49 U.S.C. § 5326.
- D. Property Records - The CONTRACTOR agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.
- E. Incidental Use
- (1) The CONTRACTOR agrees that any incidental use of project property will not exceed what is permitted under applicable federal requirements and federal guidance.
  - (2) As provided in 49 U.S.C. § 5323(p), it may permit non-transit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
    - (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
    - (b) It fully recaptures all the costs related to the incidental use from any non-transit public entity or private entity that uses the alternative fueling facilities or equipment,
    - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
    - (d) Private entities pay all applicable excise taxes on fuel.
- F. Reasonable Access for Private Intercity or Charter Transportation Operators - The CONTRACTOR agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- G. Encumbrance of Project Property - Absent the express consent of the Federal Government in writing, the CONTRACTOR agrees to preserve the federal interest in its project property, and to maintain satisfactory continuing control of its project property as follows:
- (1) *Written Transactions* - The CONTRACTOR agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, sub-agreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the

project property. Upon request, the CONTRACTOR will provide a copy of any document described above to FTA.

(2) *Oral Transactions* - The CONTRACTOR agrees it will not obligate itself in any way through an oral statement to any third party with respect to its project property that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.

(3) *Other Actions* - The CONTRACTOR agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.

H. Useful Life of Project Property - The CONTRACTOR agrees that:

(1) *Determining the Useful Life* - FTA may establish the useful life of project property,

(2) *Required Use* - It will use its project property continuously and appropriately throughout the useful life of that property,

(3) *Expired Useful Life*. When the useful life of its project property has expired, it will comply with FTA's disposition requirements, and

(4) *Premature Withdrawal* - The Federal Government retains a federal interest in the fair market value of project property (including project equipment acquired by a state) prematurely withdrawn from public transportation use. The CONTRACTOR will notify FTA immediately when any of its project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(a) Amount of Federal Interest. The federal interest in the CONTRACTOR's or any of its Subrecipients' project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.

(b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the CONTRACTOR agrees that if its project property is prematurely withdrawn from appropriate use:

1. It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or

2. With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

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

(1) *Equipment and Supplies*. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

(2) *Real Property*. The CONTRACTOR agrees that the fair market value of project real property shall be determined by:

(a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real

Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24,

(b) Straight line depreciation of improvements to the project real property coupled with the value of the land determined by FTA on the basis of appraisal, or

(c) Other applicable federal laws, regulations, requirements.

(3) Exceptional Circumstances. The CONTRACTOR agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of project real property withdrawn from service. In unusual circumstances, the CONTRACTOR may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.

J. Insurance Proceeds - The CONTRACTOR agrees to use any insurance proceeds it receives for project property that has been damaged or destroyed (including insurance proceeds for project equipment acquired or improved by a state) as follows:

(1) *Replacement* - It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,

(2) *Another Purpose* - It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA’s consent in writing, or

(3) *Return to the Federal Government* - It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.

K. Misused or Damaged Project Property - If any damage to project property results from abuse or misuse occurring with the CONTRACTOR’s knowledge and consent, the CONTRACTOR agrees to restore the project property that has been damaged to its original condition, or refund the value of the federal interest in its project property (including the remaining federal interest in project equipment acquired by a state), as the Federal Government may require.

L. Disposition of Project Property - The CONTRACTOR agrees that disposition of its project property may be made as provided by FTA’s enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1F, “Grants Management Requirements,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The CONTRACTOR understands and agrees that under certain circumstances, the CONTRACTOR must obtain disposition instructions from FTA before disposing of project property, including real property, equipment including rolling stock, and supplies.

M. Responsibilities After Closeout - The CONTRACTOR agrees that closeout of the Award will not change the CONTRACTOR’s property management responsibilities for its project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and as outline in FTA’s Master Agreement as amended.

## **SECTION 23: TRANSIT ASSET MANAGEMENT**

The CONTRACTOR agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), federal regulations pertaining to the Transit Asset Management Program regulations, Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), and other applicable federal

laws, regulations, and requirements, and is consistent with federal guidance developed or to be developed that implements 49 U.S.C. § 5326.

- A. When Compliance is Required - The CONTRACTOR agrees to, and assures that each Third-Party Participant will comply with FTA's Transit Asset Management Program regulations when issued and follow federal guidance issued that implements transit asset management system provisions of 49 U.S.C. § 5326.

## **SECTION 24: PROPERTY INSURANCE**

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

## **SECTION 25: RELOCATION AND REAL PROPERTY**

- A. Relocation Protections - Irrespective of whether federal assistance is used to pay relocation costs required under federal laws and regulations, the CONTRACTOR agrees that it will:
- (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
  - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- B. Nondiscrimination in Housing - The CONTRACTOR agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.
- C. Prohibition Against the Use of Lead-Based Paint - The CONTRACTOR agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing

and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 C.F.R. part 35.

- D. Real Property Acquisition Protections - Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the CONTRACTOR agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- E. Covenant Against Discrimination - The CONTRACTOR agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- F. Recording the Title to Real Property - The CONTRACTOR agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- G. FTA Approval of Changes in Real Property Ownership - Unless it receives permission or instructions from FTA, the CONTRACTOR agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

## **SECTION 26: CONSTRUCTION**

- A. Construction Plans and Specifications - The CONTRACTOR agrees to comply with all applicable statutes, regulations, and FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- B. Seismic Safety - The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.
- C. Supervision of Construction - The CONTRACTOR agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- D. Construction Reports - For any Project or related activities involving construction, the CONTRACTOR agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- E. Major Capital Investment Projects - If the CONTRACTOR's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA Regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, and "Project Management Oversight," 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

## SECTION 27: EMPLOYEE PROTECTIONS

- A. Awards Involving Construction - The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
- (1) Prevailing Wage Requirements of:
    - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
    - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
    - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
  - (2) Wage and Hour Requirements of:
    - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
    - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
  - (3) "Anti -Kickback" Prohibitions of:
    - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
    - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145,
    - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
  - (4) Construction Site Safety of:
    - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
    - (b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.
- B. Awards Not Involving Construction - The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- C. Awards Involving Commerce - The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees



performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

- D. Public Transportation Employee Protective Arrangements - As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) must be in effect:
- (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The CONTRACTOR agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the CONTRACTOR must comply with its the terms and conditions.
- (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The CONTRACTOR agrees that U.S. DOL Special Warranty is a condition of the Underlying Agreement and the CONTRACTOR must comply with its terms and conditions.
- (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The CONTRACTOR agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

## **SECTION 28: BUY AMERICA**

The CONTRACTOR agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidelines including but not limited to domestic preference procurement requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. part 661 in accordance with the requirements of the FAST ACT.

## **SECTION 29: ENERGY CONSERVATION REQUIREMENTS**

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

## **SECTION 30: CLEAN AIR AND WATER REQUIREMENTS**

The CONTRACTOR agrees to include adequate provisions in each third-party agreement exceeding \$100,000 to ensure that each Third-Party Participant will agree to report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" and refrain from using any violating facilities.

The CONTRACTOR agrees to report violations to FTA and the Regional U.S. EPA Office and comply with the inspection and requirements of Section 206 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and as amended 42 U.S.C. §§ 7401-7671q; Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368 and as amended 33 U.S.C. §§ 1251-1377.

## **SECTION 31: LOBBYING**

The CONTRACTOR certifies compliance with the Anti-Lobbying Certification and Disclosure of Lobbying Activities for third-party contractors as mandated by 31 U.S.C. § 1352, as amended, of the Lobbying Disclosure Act of 1995. The CONTRACTOR also certifies that it will file, as "Attachment A" to this Agreement, the "Certification Regarding Lobbying", as required by U.S. Department of Transportation (DOT) implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. part 20; more specifically Section 20.110.

## **SECTION 32: FEDERAL CHANGES**

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The CONTRACTOR's failure to comply shall constitute a material breach of this Agreement.

## **SECTION 33: NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The CONTRACTOR agrees to submit all third-party agreements to the DEPARTMENT for review prior to execution of agreement. A copy of the final executed agreement will be provided to the DEPARTMENT.

The DEPARTMENT and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, that the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the DEPARTMENT, CONTRACTOR, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying contract.

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

## **SECTION 34: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3802 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31; apply to its actions pertaining to this project. Upon execution of the underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR 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 CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) to the extent the Federal Government deems appropriate.

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

## **SECTION 35: TERMINATION**

- A. For Convenience – the DEPARTMENT may, with the concurrence of FTA, terminate the project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program would not, in the DEPARTMENT's opinion, produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause – the DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Agreement for any of the following reasons:
  - (1) The CONTRACTOR discontinues providing transportation services to the general public.
  - (2) The CONTRACTOR takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions set by this Agreement, would have required the approval of the DEPARTMENT.
  - (3) The commencement, execution or timely completion of the program by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.
  - (4) The CONTRACTOR shall be in default under any provision of this Agreement.
- C. Mutual Agreement - By mutual agreement and consent of the parties hereto this Agreement may be terminated.
- D. Agreement Expiration - Termination of the Section 5339 Program, and the federal funding, will result in the expiration of this Agreement. Upon expiration, the

CONTRACTOR shall compile a report describing the operation of the TRANSIT AGENCY and submit same to the DEPARTMENT along with any data necessary for the DEPARTMENT's evaluation. The DEPARTMENT shall pay all claims in full up to the date of expiration.

### **SECTION 36: GOVERNMENTWIDE DEBARMENT AND SUSPENSION**

The CONTRACTOR agrees to comply, and assures the compliance of each third-party contractor and subrecipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension", 49 C.F.R. Part 29. The CONTRACTOR will file, as "Attachment B" to this Agreement, the "Certification Regarding Debarment and Suspension", as required.

### **SECTION 37: PRIVACY ACT**

The CONTRACTOR 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 U.S.C. 552a.

The CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR 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 underlying agreement.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **SECTION 38: CIVIL RIGHTS REQUIREMENTS**

The CONTRACTOR understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless the CONTRACTOR or a federal program, including the Tribal Transit Program or the Indian Tribal Recipient is specifically exempted from a civil rights statute, FTA and the DEPARTMENT require compliance with that civil rights statute, including compliance with equity in service:

- A. Nondiscrimination in Federal Public Transportation Programs - The CONTRACTOR agrees to, and assures that it and each Third-Party Participant, will:
- (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
  - (2) Prohibit the:
    - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
    - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
    - (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act - The CONTRACTOR agrees to, and assures that each Third- Party Participant, will:

- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
  - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
  - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, and

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- (c) All other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The CONTRACTOR agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332.
- (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
- (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,

(2) Specifics. The CONTRACTOR agrees to, and assures that each Third-Party Participant will:

- (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment

- without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
    - 1. Recruitment advertising, recruitment, and employment,
    - 2. Rates of pay and other forms of compensation,
    - 3. Selection for training, including apprenticeship, and upgrading, and
    - 4. Transfers, demotions, layoffs, and terminations, but
  - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
  - (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Disadvantaged Business Enterprise - To the extent authorized by applicable federal laws and regulations, the CONTRACTOR agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. The CONTRACTOR agrees to comply with:
  - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
  - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332.
- (2) DBE Program Requirements. A CONTRACTOR that receives planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
  - (a) Recipient Assurance. The CONTRACTOR agrees and assures that:
    - 1. It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    - 2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
    - 3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
    - 4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(b) Subrecipient/Third-Party Contractor/Third-Party Subcontractor Assurance.

The CONTRACTOR agrees and assures that it will include the following assurance in each sub-agreement and third-party contract it signs with a Subrecipient or Third-Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third-Party Contractors, and Third-Party Subcontractors to include the following assurance in every sub-agreement and third-party contract it signs:

1. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
2. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third-party contracts, and third-party subcontracts, as applicable,
3. Failure by the Subrecipient and any of its Third-Party Contractors or Third-Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this sub-agreement, third-party contract, or third-party subcontract, as applicable, and
4. The following remedies, or such other remedy as the CONTRACTOR deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third-Party Contractor, or Third-Party Subcontractor from future bidding as non-responsive.

(5) Remedies. Upon notification to the CONTRACTOR of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*

E. Nondiscrimination on the Basis of Sex - The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of sex, including:

- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and
- (3) Federal transit law, specifically 49 U.S.C. § 5332.

F. Nondiscrimination on the Basis of Age - The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of age, including:

- (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
- (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,
- (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,

- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332.

G. Nondiscrimination on the Basis of Disability - The CONTRACTOR agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:
  - (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
  - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
    - 1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
    - 2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
  - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
  - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
  - (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations, including:
  - (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
  - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
  - (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
  - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
  - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
  - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
  - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
  - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
  - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and



(k) Other applicable federal civil rights and nondiscrimination guidance.

- H. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections - The CONTRACTOR agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
  - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
  - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- I. Access to Services for Persons with Limited English Proficiency - The CONTRACTOR agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
  - (2) U.S. DOT Notice, “DOT Policy Guidance Concerning CONTRACTORS’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- J. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance - The CONTRACTOR agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- (1) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

## **SECTION 39: THE AMERICANS WITH DISABILITIES ACT NON-DISCRIMINATION CLAUSE**

The CONTRACTOR assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the CONTRACTOR. The CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794, The Americans with Disability Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, Federal transit law 49 U.S.C. § 5332, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, U.S. DOT regulations 49 C.F.R. part 37, part 27, part 39, and FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609.

Specifically, the following discriminatory actions are prohibited:

- (1) In providing any aid, benefit, or service, the CONTRACTOR will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
  - (a) Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
  - (b) Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
  - (c) Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the

same benefit, or to reach the same level of achievement as persons without disabilities.

- (d) Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
  - (e) Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
  - (f) Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
  - (g) Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- (2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
  - (3) Even if separate or different aids, benefits or services are available to persons with a disability, the CONTRACTOR will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
  - (4) The CONTRACTOR will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
    - (a) That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
    - (b) That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
    - (c) That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
  - (5) In determining the site or location of a facility, the CONTRACTOR will not make selections:
    - (a) That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
    - (b) That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
  - (6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that

has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

Future Effect of Assurances - Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- (1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- (2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- (3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.
- (4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

Notice - The CONTRACTOR will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the CONTRACTOR that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

Effect of State or local law - The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

## **SECTION 40: TRANSIT EMPLOYEE PROTECTIVE AGREEMENT**

The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the applicable requirements in each

subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

#### **SECTION 41: DRUG AND ALCOHOL TESTING**

If applicable The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, as amended, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oklahoma, or the DEPARTMENT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655, or as amended, and review the testing process.

The CONTRACTOR further agrees to certify annually its compliance with Part 655 before October 1, 2025 and to submit the Management Information System (MIS) reports no later than March 15, 2026 to:

Division Manager, Office of Mobility & Public Transit Division  
Oklahoma Department of Transportation  
200 NE 21<sup>st</sup> Street, Suite C-1B  
Oklahoma City, OK 73105-3204

To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

#### **SECTION 42: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1G, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the DEPARTMENT to be in violation of the FTA terms and conditions.

#### **SECTION 43: TRAFFICING IN PERSONS**

The CONTRACTOR and its subcontractor agrees' to comply and assures the compliance, with federal requirements and guidance, including:

1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and;
2. The terms of this section 4.g, which has been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

## **SECTION 44: PUBLIC TRANSPORTATION SAFETY PROGRAM**

When FTA directs it to do so, the Recipient agrees to develop a Public Transportation Safety Plan that complies with federal transit laws, specifically 49 U.S.C. § 5329, and other federal laws, regulations, and requirements applicable to the Recipient or its Award, the accompanying Underlying Agreement, and any Amendments thereto, and is consistent with any federal guidance that may be issued that implements 49 U.S.C. § 5329.

## **SECTION 45: BREACHES AND DISPUTES RESOLUTION**

- A. Disputes - The parties hereto have entered into this contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by both parties. If mediation is not successful, venue for any action brought to enforce the terms of this contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.
- B. Performance during Dispute - Unless otherwise directed by the DEPARTMENT, the CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the DEPARTMENT and the CONTRACTOR arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- E. Rights and Remedies - The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- F. Governing Law and Venue - Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

G. Notification to FTA; Flow Down Requirement. - If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

## **SECTION 46: THIRD-PARTY CONTRACT WARRANTIES**

The CONTRACTOR shall include the above required clauses contained in Sections 5 through 11 and 13 through 47 in all subcontracts entered into pursuant to this Agreement, and shall include the following provision in any sub-agreement it enters into with a private entity as defined in section 4.g(2)(c) of the FTA Master Agreement:

MANGUM REGIONAL MEDICAL CENTER agrees that it and its employees that participate in the Recipient’s Award, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect,
2. Procure a commercial sex act during the period of time that the Recipient’s Award is in effect, or

3. *Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.*

#### **SECTION 47: HOLD HARMLESS CLAUSE**

The CONTRACTOR shall hold harmless the DEPARTMENT and the US Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employees or any violation of the conditions of the Section 5333(b) Warranty during the course of this Agreement.

#### **SECTION 48: ENTIRE AGREEMENT**

This Agreement reduces to writing all prior understandings, negotiations or agreements between the DEPARTMENT and the CONTRACTOR relating to this Agreement; and further, that this Agreement constitutes and embodies the full and complete understanding of the parties hereto.

#### **SECTION 49: SEVERABILITY**

If the fulfillment of any provision of this Agreement or any transaction relating thereto shall be found by a competent court of law to be unlawful or to exceed legal limitations as may be imposed by law, that provision shall be severed from this Agreement and that provision only shall be ineffective and the remainder of this Agreement shall remain operative and in full force and effect.

#### **SECTION 50: NOTICES**

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation  
Office of Mobility & Public Transit Division  
200 NE 21<sup>st</sup> Street Room, C -1A  
Oklahoma City, OK 73105-3204

If intended for the TRANSIT AGENCY, by mailing by first class or mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Attention: Kelley Martinez  
Mangum Regional Medical Center  
1 Wickersham Drive  
Mangum, OK 73554

## FEDERAL AWARD INFORMATION

### Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA #20.513

Federal Award Identification Number (Fain) – OK-2025-010

Total Amount of Fed Award: \$2,596,886.00

Period of Performance: 2025 – 2030

Budget Period Start and End Date: April 2025 – April 2030

#### FTA Recipient:

Oklahoma Department of Transportation  
200 NE 21st St, Oklahoma City, OK 73105  
Attention: Jared Schwennesen  
(405) 521-4302  
[jschwennesen@odot.org](mailto:jschwennesen@odot.org)

#### Oklahoma Department of Transportation (ODOT) Subrecipient Information:

UEI Name: Mangum Regional Medical Center  
UEI # S1BXXCM7EUMG6

#### Federal Award Project Description (FFATA):

Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. 5310) for the specific purpose of providing transportation services to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.

Project Federal Award Date: 04/08/2025

Is this Project Research and Development: No

Subrecipient Required Match Amount for this Project: \$21,177.00

Subrecipient Approved Indirect Cost Rate: N/A

Approved Federal Budget: \$3,121,474.00

Amount of Federal Funds Obligated by this Agreement: \$120,000.00

Total Amount of Federal Funds Awarded (including this agreement): \$120,000.00

Grant: OK-2025-010	POP:2025 to 2030	<u>\$120,000.00</u>
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Grant: OK-XXXX-XXX	POP:XXXX to XXXX	\$ _____
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Grant: OK-XXXX-XXX	POP:XXXX to XXXX	\$ _____
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## **EXECUTION OF AGREEMENT**

IN WITNESS HEREOF, the Deputy Director, pursuant to authority vested in them by the State Transportation Commission, has here into subscribed their name as Deputy Director of the Oklahoma Department of Transportation and Mangum Regional Medical Center has executed same pursuant to authority prescribed by law. The official execution date for the CONTRACTOR and the DEPARTMENT contract is the latest signature on this page.

### **FOR THE CONTRACTOR**

MANGUM REGIONAL MEDICAL CENTER

\_\_\_\_\_  
Kelley Martinez  
Administrator

\_\_\_\_\_  
Federal Tax I. D. Number

State of: OKLAHOMA ) ss:  
County of: GREER )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

AFFIX SEAL

\_\_\_\_\_  
Commission Number

### **FOR THE DEPARTMENT**

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

REVIEWED AND RECOMMENDED  
FOR APPROVAL

APPROVED AS TO FORM

\_\_\_\_\_  
Jared Schwennesen  
Multimodal Division Manager

Date

\_\_\_\_\_  
David Miley  
Assistant General Counsel

Date

\_\_\_\_\_  
Dawn Sullivan  
Deputy Director

Date

**ATTACHMENT A - LOBBYING**  
**(31 U.S.C. § 1352; 49 C.F.R. part 20)**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**EXECUTE THE FOLLOWING**

**ATTACHMENT A - CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
***(To be submitted with each bid or offer exceeding \$100,000)***

The undersigned Kelley Martinez, 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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The CONTRACTOR, Mangum Regional Medical Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3802, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Kelley Martinez  
Administrator  
Mangum Regional Medical Center

\_\_\_\_\_  
Date

## **ATTACHMENT B - GOVERNMENTWIDE DEBARMENT AND SUSPENSION**

### **(49 C.F.R. part 29)**

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by:

- (a) Checking the Excluded Parties List System,
- (b) Collecting a certification from that person, or
- (c) Adding a clause or condition to the contract or subcontract.

This represents a change from prior practice in that certification is still acceptable but is no longer required.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 C.F.R. part 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

### **EXECUTE THE FOLLOWING**

## **ATTACHMENT B - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 49 C.F.R. part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR part 29.905, are excluded or disqualified as defined at 49 CFR part 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR part 29, Subpart C and must include the requirement to comply with 49 CFR part 29, Subpart C in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the agency, Mangum Regional Medical Center. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the agency, Mangum Regional Medical Center, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature of Kelley Martinez  
Administrator  
Mangum Regional Medical Center

---

Date

**ATTACHMENT C - US DEPARTMENT OF TRANSPORTATION REQUIRED  
CERTIFICATION OF ELIGIBILITY**

STATE OF: OKLAHOMA ) ss:

COUNTY OF: GREER )

I, Kelley Martinez, of lawful age, being duly sworn on oath or affirmation and under penalty of perjury under the laws of the United States and the State of Oklahoma, states:

1. That (s)he is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.
2. That, except as noted below, the Mangum Regional Medical Center or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; and
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years, except:

←

**If none, enter the word "NONE" on the line above.**

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Signature of Kelley Martinez  
Administrator  
Mangum Regional Medical Center

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared Kelley Martinez, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed for the purpose and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public  
AFFIX SEAL

\_\_\_\_\_  
My Commission Expires

## **STATUTORY CERTIFICATION**

The undersigned hereby certifies to the following statutory requirements:

A. Pursuant to Title 74 O.S. § 85.22, I certify:

1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
  - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.

D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract.

E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the contractor.

F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

Certified by the contractor's authorized representative, DATED: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIER