

AGREEMENT FOR OPERATING SERVICES FUNDING  
BETWEEN  
THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS  
AND  
SOUTH CENTRAL KANSAS COORDINATED TRANSIT COUNCIL

**THIS AGREEMENT** made this 1st day of July, 2015, is between Michael S. King, Secretary of Transportation of the state of Kansas (the “Secretary”) and the South Central Kansas Coordinated Transit Council, (the “CTD”).

**RECITALS:**

- A. Formula grants are established under 49 U.S.C. § 5311 for the purpose of providing operating costs to eligible applicants for equipment and facilities for use in public transportation in Non-urbanized Areas.
- B. The Coordinated Public Transportation Assistance Act, K.S.A. 75-5032 et seq., (CPTAA) makes financial assistance available to eligible applicants who provide transportation services to elderly persons and persons with disabilities.
- C. The Secretary is authorized to administer the formula grants pursuant to 49 U.S.C. § 5311 and financial assistance pursuant to CPTAA by selecting proposals and allocating funds.
- D. The Secretary has delegated this authority to KDOT’s Bureau of Transportation Planning, Public Transportation Unit.
- E. The Secretary has selected a proposal submitted by the CTD to provide operating services within its geographic area pursuant to 49 U.S.C. § 5311 and for financial assistance pursuant to CPTAA, subject to the terms and provisions contained in this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“CTD”** means coordinated transit district pursuant to K.S.A. 75-5051 *et seq.*, specifically **South Central Kansas Coordinated Transit Council**, acting by and through **Crystal Noles**, its duly authorized representative, whose office is located at **201 Dearborn, Suite 302, Augusta, Kansas 67010**.
- 3. **“Effective Date”** means July 1, 2015.

18. **“Public Transportation Services”** has the same meaning set forth in the CPTAA for “Public Transportation Services.”

19. **“Reimbursable Costs”** means the amount of Project Costs that are reimbursable by the Secretary from 49 U.S.C. § 5311 and CPTAA funds as shown in the Project Budget.
20. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
21. **“Term”** means the contract period beginning on the Effective Date and ending on the Expiration Date.
22. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
23. **“U.S. DOT”** means the United States Department of Transportation.

## **ARTICLE II**

### **PARTY RESPONSIBILITIES:**

1. **Performance of Project.** The CTD shall undertake and complete the Project in accordance with the terms and conditions of this Agreement and the Provider’s Project Application, which is incorporated into this Agreement by this reference.
2. **Project Costs and Matching Funds.** The Project Costs to be incurred by the CTD in performing the Project as shown in the Project Budgets are estimated to be \$1,462,674.00 of which \$1,046,305.80 are Reimbursable Costs. For operating funds, these figures are based upon a matching ratio of 50 percent Federal funds pursuant to 49 U.S.C. § 5311, 20 percent State funds pursuant to CPTAA and 30 percent local match. For administration and marketing, the figures are based upon a matching ratio of 80 percent Federal funds pursuant to 49 U.S.C. § 5311 and 20 percent local match. See Appendix A - Project Budgets for responsibilities for each Provider, incorporated into this Agreement by this reference. Reimbursable Costs may not exceed the amount listed in the Project Budgets.
3. **Project Income.** Any income derived by the CTD from the Project must be used to reduce Project operating costs prior to submittal of Reimbursable Costs to the Secretary.
4. **Local Project Support.** The funding available to or by the CTD for Public Transportation Services may not decline or be reduced below that shown in the Project Application regardless of any increase in Federal or State assistance. If any of the Provider’s funding, including County, Federal or other State funding, is no longer received by the Provider for Public Transportation Services or in connection with the Project, this Agreement may be terminated by the Secretary.
5. **Period of Performance.** The CTD shall commence implementation of the Project following execution of the Agreement and upon receipt of a Notice to Proceed. Reimbursable Costs must be incurred during the Term of the Agreement.

6. **Compliance with Policy.** The CTD warrants and represents that it has reviewed the Policy. The CTD agrees that it shall, at all times during the Term, comply with all provisions of the Policy in the performance of the Project, including, but not limited to provisions relating to the following areas:

- a. The Project will be performed within the CTD area.
- b. The Project will provide transportation for the elderly, persons with disabilities, and the general public **to** and **from** activities within the CTD area.
- c. The CTD will provide for the administration and the distribution of operating funds for the Project in accordance with Appendix A - Project Budgets.
- d. The CTD shall advise the Secretary in writing of any changes to the Project.

7. **Progress and Operations Reports.** Certification of work performed will be documented by a Monthly Ridership Report (Form 934). In addition, the CTD shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to meetings, interim reports, and written progress reports if requested. The CTD shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary and requested by the Secretary.

8. **Reimbursement.** The Secretary will make reimbursement of Project Costs following each six-month period during the Term upon the CTD's submission of Monthly Ridership Reports (Form 934) and an Expenditure Report (Form 935) for the applicable six-month period. The Secretary will reimburse allowable Project Costs in accordance with the Project Budget. However, reimbursement pursuant to this section will not constitute a final determination by the Secretary of the eligibility of such cost and will not constitute a waiver of any violation of the terms of this Agreement committed by the CTD. All requests for reimbursement should be submitted to KDOT's Bureau of Transportation Planning, Public Transportation Unit.

9. **Time Restriction on Reimbursement.** The CTD's requests for reimbursement must be no later than July 13th, following the Expiration Date. Any funds not claimed for reimbursement by that date are forfeited by the CTD and will be retained by the Secretary.

10. **Dun & Bradstreet.** If it has not already done so, the CTD shall obtain and require Providers to obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

11. **System for Award Management.** The CTD agrees it shall maintain and require Providers to maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

12. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”) Further, the City agrees to the following provisions:

(a) Audit. It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report “(Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

13. Accounts and Accounting. The CTD shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The CTD agrees to keep detailed and accurate accounting records and other evidence pertaining to the costs involved in the Project.

14. Retention and Inspection of Reports. The CTD shall retain at its offices during the Term and for a period of three (3) years from the Expiration Date all accounting records and other data regarding the Project and Project Costs. Copies of such records will be made available for inspection by the Secretary, FTA, U.S. DOT, and Office of Inspector General, or their authorized representatives upon request.

15. Covenant Against Contingent Fees. The CTD warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the CTD, to solicit or

secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CTD, 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 Secretary shall have the right to annul this Agreement without liability, or in his or her 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. (See Special Attachment No. 2, Certification of Provider and Certification of Secretary of Transportation, which is incorporated into this Agreement by this reference).

16. **Indemnification.** The CTD shall indemnify and hold harmless the Secretary, and his or her officers, agents, employees, and FTA from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of the vehicle described herein, by the CTD, its agents, or subcontractors.

17. **Noncompliance.** The CTD acknowledges and agrees that payment of Reimbursable Costs under this Agreement is required only during the time the CTD is in compliance with the terms of this Agreement, the provisions of the Project Application, and the Policy. In the event of any failure by the CTD to comply with any provision of these documents, the Secretary shall be relieved of any obligation to make reimbursement payments to the CTD for expenses incurred during the period of noncompliance. The determination of what constitutes noncompliance or the period of noncompliance shall be made by the Secretary in his or her sole discretion.

18. **Additional Representations and Covenants of the CTD.** The CTD makes the following additional representations, warranties and covenants to the Secretary:

- a. **Ownership of Data.** The CTD shall prepare all reports and documents pertaining to the Project in accordance with the Secretary's standard practices and such materials will become the property of the Secretary upon the completion of the Project in accordance with the terms of this Agreement, without restrictions as to their further use.
- b. **Third Party Agreements.** The CTD shall not assign this Agreement to any third party, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.
- c. **Secretary's Employees.** The CTD will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.
- d. **Compliance with Laws.** The CTD agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.

- e. Responsibility to Employees. The CTD accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the Secretary from the same.
  - f. CTD Capabilities. The CTD possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.
19. **Energy Conservation.** The CTD 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.
20. **Civil Rights.** The following requirements apply:
- a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CTD agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the CTD agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. (See Special Attachment No. 3, which is incorporated into this Agreement by this reference).
  - b. Equal Employment Opportunity. The following equal employment opportunity requirements apply:
    - i. *Race, Color, Religion, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 5332, the CTD agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CTD agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the CTD agrees to comply with any implementing requirements FTA may issue.
    - ii. *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit

law at 49 U.S.C. § 5332, the CTD agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CTD agrees to comply with any implementing requirements FTA may issue.

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

- c. *Subcontracts.* The CTD agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only as necessary to identify the affected parties.

21. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—(Lower Tier Covered Transaction).** If financial assistance provided under this Agreement exceeds \$25,000, this Agreement is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the CTD is required to verify that neither it nor its “principals,” [as defined by 2 C.F.R. Parts 180 and 1200, 49 C.F.R. 29.995, and 49 C.F.R. 29.905] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified or voluntarily excluded from participation in this transaction by any Federal department or agency. If the CTD should be unable to certify to the statements in this certification, the CTD shall attach an explanation to this submitted Agreement.

22. **Disadvantaged Business Enterprise.**

- a. *DBE Goal.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Secretary has set a FTA overall DBE participation goal for the current three year period. This overall goal is set triennially and reviewed annually to determine if adjustments are necessary. The purpose is to provide a level playing field for all contractors. The Secretary’s goal for participation will be based on the relative availability of certified DBE firms who are ready, willing and able to perform. The intent is to have a level of DBE participation equal to that which would occur without the effects of past or present discrimination. There is no quota for DBE utilization and the Secretary will give serious consideration to documented good faith efforts.
- b. *Non-Discrimination.* The CTD shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CTD shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement. Failure by the Provider to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as the Secretary deems appropriate. Each subcontract the Provider signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

- c. Documentation of Good Faith Efforts to Meet DBE Goal. The Agreement goal established by the Secretary is stated above in subsection (a) above. The CTD must document sufficient DBE participation to meet the DBE goal or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53.
- d. DBE Participation Obtained by Provider. Award of this contract is conditioned on CTD's submission of the following: (1) The names and addresses of DBE firms that will participate in this Agreement; (2) A description of the work each DBE will perform; (3) The dollar amount of the participation of each DBE firm participating; (4) Written documentation of the commitment to use a DBE subcontractor whose participation it submits to meet the DBE goal; (5) Written confirmation from the DBE that it is participating in the Agreement as provided in the prime contractor's commitment; and (6) If the DBE goal is not met, evidence of good faith efforts to do so.
- e. Prompt Payment. The CTD is required to pay its subcontractors and first tier suppliers performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the CTD's receipt of payment for that work from the Secretary.
- f. Notice of Termination. The CTD must promptly notify the Secretary, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CTD may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Secretary.

23. **Section 504 - Rehabilitation Act of 1973.** The CTD will comply with all requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Regulations of U.S. DOT issued thereunder (49 C.F.R. Part 27), and the assurances by the CTD pursuant thereto.

24. **Interests of Members of or Delegates to Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

25. **Prohibited Interest.** No member, officer, or employee of the CTD during his or her tenure or two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The conflict of interest provisions contained in the Master Agreement shall also apply.

26. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CTD acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. By execution of this Agreement, the CTD 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 this Agreement or the Project for which this contract work is being performed. In addition to other penalties that may be applicable, the CTD further acknowledges 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 CTD to the extent the Federal Government deems appropriate.

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

The CTD 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 the clauses may not be modified, except to identify the subcontractor who will be subject to the provisions.

27. **Federal Changes.** The CTD shall at all times comply with and be bound by all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Secretary and FTA, as they may be amended or promulgated from time to time during the Term of this Agreement. The CTD's failure to so comply shall constitute a material breach of this Agreement.

28. **No Obligation by the Federal Government.** Notwithstanding that the Federal Government may have concurred in or approved any Project Application or any third party agreement at any tier, including this Agreement, related to this Project, the Federal Government has no obligations or liabilities to any: (a) third party participant, or (b) any other person or entity that is party to the Master Agreement.

The CTD 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.

29. **Incorporation of FTA Terms.** The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F (Third Party Contracting Guidance), dated November 1, 2008, as revised on March 18, 2013, 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 CTD shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause the CTD to be in violation of FTA terms and conditions.

30. **Status of the CTD and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the CTD has assumed with using the State of Kansas' procurement procedures. Furthermore, the CTD acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

31. **Drug and Alcohol.** The CTD agrees to comply with FTA's drug and alcohol requirements as set forth at 49 C.F.R. 655 and 49 C.F.R. 40 and all amendments to these applicable Federal regulations. Further:

- a. The CTD acknowledges that files maintained on drug and alcohol testing enforcement activities for FTA and those files are organized so the information could be retrieved by personal identifier, the Privacy Act of 1974 requirements will apply to this Agreement.
- b. The CTD 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 CTD 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 this Agreement.
- c. The CTD also agrees to include these requirements in each agreement, to administer any such system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

32. **Termination of Agreement.**

- a. **By Either Party.** In the event the Secretary or the CTD determines the Project should be abandoned or indefinitely postponed or otherwise terminated, the Agreement may be terminated by giving thirty (30) days written notice to the other party; provided, however, in such case the CTD shall be paid the amount due for the services rendered by the CTD for the Project up to the time of termination.
- b. **For Cause.** In the event the CTD fails to comply with any of the terms and conditions of this Agreement, the Secretary may terminate this Agreement upon written notice to the CTD. The CTD shall be paid for expenses judged reasonable for the services rendered up to the date of termination; provided, however, the CTD shall not be paid more than that which would be received under the terms of this Agreement for that portion of services rendered to the date of termination.

### ARTICLE III

#### ADDITIONAL FEDERAL REQUIREMENTS:

1. **Transportation Revenues.** The CTD will work with the Project's operators to assure the continuation of existing transportation revenues to complement 49 U.S.C. § 5311 funds.
2. **Cooperation and Coordination of Transportation.** The CTD will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators and social service agencies capable of purchasing service. In connection with the performance of the Project, the CTD will cooperate with the Secretary in

meeting its commitments and goals with regard to the provision of service that will not hamper interagency cooperation and coordination of Public Transportation Services provided within its geographical area.

3. **Service to General Public.** The CTD will assure the Public Transportation Services are available to the general public.

4. **Elderly and Disabled Needs.** The needs of the elderly and persons with disabilities have been and will be addressed by the CTD and service comparable to that available to ambulatory persons will be maintained, whether provided by the CTD or other Providers in the service area.

5. **Charter Service Operations.** The CTD agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be “incidental,” *i.e.*, it must not interfere with or detract from the provision of mass transportation.

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

7. **Recycled Products.** The CTD agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

8. **ADA Accessibility.** The CTD agrees to operate its services in compliance with 42 U.S.C. Sections 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)” using facilities and equipment that comply with 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38. Private entities must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities with which they contract to provide public transportation services.

9. **Public Transit Employee Protective Agreements.** The CTD 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 the U.S. Department of Labor or any revision thereto. The CTD further agrees to include any applicable requirements in each subcontract involving public transit operations financed in whole or in part with Federal assistance provided by FTA.

10. **Special Notification Requirements.** The CTD agrees to include provisions in all its requests for proposals, solicitations, grant or cooperative agreement applications, forms,

notifications, press releases, and other publications involving FTA assistance, stating that FTA is or will be providing federal assistance for the Project, the amount of federal assistance FTA has provided or expects to provide and the Catalog of Federal Domestic Assistance (CFDA) Number of the program that authorizes the Federal assistance.

11. **\$100,000 Threshold.** The following clauses apply to all contracts exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA:

- a. Clean Air. The CTD hereby agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* The CTD agrees to report each violation to the Secretary and understands and agrees the Secretary will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. Clean Water. The CTD hereby agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The CTD agrees to report each violation to the Secretary and understands and agrees the Secretary will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- c. Buy America. The CTD agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11.
- d. Lobbying. The CTD certifies, to the best of its knowledge and belief:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-

wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).]

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

iv. 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.

v. The CTD hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CTD understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any. (See Special Attachment No. 4).

e. Disputes. Disputes arising in the performance of this Agreement not resolved by agreement of the Parties will be decided in writing by the authorized representative of the Secretary. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy of the decision from the Secretary, the CTD mails or otherwise furnishes a written appeal to the Secretary. In connection with any such appeal, the CTD shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Secretary shall be binding upon the CTD and the CTD shall abide by the decision.

i. *Performance During Dispute*. Unless otherwise directed by the Secretary, the CTD shall continue performance under this Agreement while matters in dispute are being resolved.

ii. *Claims for Damages*. Should either party to this 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

iii. *Remedies*. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Secretary and the CTD arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State in which the Secretary is located.

iv. *Rights and Remedies.* The duties and obligations imposed by this Agreement 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 Secretary or CTD shall constitute a waiver of any right or duty afforded any of them under this 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. Contract Work Hours and Safety Standards Act (Non-Construction contracts).

i. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. *Withholding for unpaid wages and liquidated damages.* The CTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

iv. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

- g. Subcontracts. The CTD agrees to include the above requirements in this section in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA, modified only as necessary to identify the affected parties.

## ARTICLE IV

### GENERAL PROVISIONS:

1. Survival of Obligations. The CTD shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.
2. Contractual Provisions Attachment. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached, are hereby incorporated in this Agreement and made a part hereof (See Special Attachment No. 1).
3. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the CTD and their successors in office.
4. Headings. All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
5. Revisions to Agreement. Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the CTD.
6. Master Agreement. The Parties to this Agreement agree that the provisions found in the Master Agreement are hereby incorporated into and made a part of this Agreement.
7. No Third Party Beneficiaries. No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

***The signature page immediately follows this paragraph.***

IN WITNESS WHEREOF: the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

**SOUTH CENTRAL KANSAS  
COORDINATED TRANSIT COUNCIL**

BY: [Signature]  
Print Name: Crystal Niles

TITLE: CTD Chair

Attest: [Signature]

**SECRETARY OF TRANSPORTATION  
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Print Name: Davonna C. Moore

TITLE: Assistant Bureau Chief

Attest: \_\_\_\_\_

Approved as to form:

Form Approved  
From 6/1/2015 to 5/31/2016  
By JLT Legal Dept. KDOT





CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2015.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**CERTIFICATION OF COORDINATING PROVIDER**

I hereby certify that I am the Chairperson/President and duly authorized representative of South Central Kansas Coordinated Transit Council whose address is 201 Dearborn, Suite 302, Augusta, Kansas 67010 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.


(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

7/9/15  
(Date)



**CERTIFICATION OF THE SECRETARY OF TRANSPORTATION**

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or the Provider's representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced Provider in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary of Transportation  
for the State of Kansas

BY: Davonna C. Moore  
Assistant Bureau Chief

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

**Certification -- Federal Funds -- Lobbying  
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

**Note:** If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

**THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.**

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

7/9/15  
\_\_\_\_\_  
(Date)

Name: \_\_\_\_\_  
By: Title: CTD Chair

Contractor: Butler County DOA

APPENDIX A

Budget Year 7/15 - 6/16

**5311 Project Operating Budget**

Vehicle Insurance	5,000.00
Advertising	2,000.00
Personnel    -Driver (Paid)	54,400.00
-Dispatcher (Paid)	47,500.00
-Mechanic (Paid)	
Fuel	15,000.00
Maintenance, Repair, Lube, Parts, Labor	13,000.00
Storage (Paid)	
Contract Services	
Communications/Phone Costs	3,000.00
Other (Specify)	
Licenses and Tags	100.00
KPTA Membership Dues	100.00
KPTA Annual Meeting Expenses	500.00
RTAP Driver Training	400.00
RTAP Manager Training	400.00
KCC Registration Fee	
Drivers Physical	800.00
Total Operating Cost	142,200.00
Project Income	8,000.00
Operating Subtotal	134,200.00
Local Match (30%)	40,260.00
State Match (20%)	26,840.00
5311 Reimbursement (50%)	67,100.00

**Project Administration Budget**

Administration Subtotal	9,350.00
Federal Administration Share	7,480.00
Local Administration Share	1,870.00
Total Project Budget	143,550.00

Contractor: City of Kingman

APPENDIX A

Budget Year 7/15 - 6/16

5311 Project Operating Budget

Vehicle Insurance	1,500.00
Advertising	500.00
Personnel -Driver (Paid)	54,653.00
-Dispatcher (Paid)	26,405.00
-Mechanic	4,815.00
Fuel	14,519.00
Maintenance, Repair, Lube, Parts, Labor	2,000.00
Storage (Paid)	
Contract Services	
Communications/Phone Costs	500.00
Other (Specify)	100.00
Licenses and Tags	
KPTA Membership Dues	54.00
KPTA Annual Meeting Expenses	350.00
RTAP Driver Training	45.00
RTAP Manager Training	50.00
KCC Registration Fee	
Drivers Physical	241.00
Total Operating Cost	105,732.00
Project Income	14,000.00
Operating Subtotal	91,732.00
Local Match (30%)	27,519.60
State Match (20%)	18,346.40
5311 Reimbursement (50%)	45,866.00

Project Administration Budget

Administration Subtotal	5,250.00
Federal Administration Share	4,200.00
Local Administration Share	1,050.00
Total Project Budget	96,982.00

Contractor: Cowley County COA

APPENDIX A

*Budget Year 7/15 - 6/16*

**5311 Project Operating Budget**

Vehicle Insurance	15,919.00
Advertising	7,000.00
Personnel -Driver (Paid)	107,062.18
-Dispatcher (Paid)	46,360.81
-Mechanic (Paid)	0.00
Fuel	30,000.00
Maintenance, Repair, Lube, Parts, Labor	15,000.00
Storage (Paid)	0.00
Contract Services TAXI Contract	0.00
Communications/Phone Costs	4,800.00
Other (Specify)	0.00
Licenses and Tags	300.00
KPTA Membership Dues	80.00
KPTA Annual Meeting Expenses	100.00
RTAP Driver Training	300.00
RTAP Manager Training	150.00
KCC Registration Fee	0.00
Drivers Physical	990.00
Total Operating Cost	228,061.99
Project Income	12,000.00
Operating Subtotal	216,061.99
Local Match (30%)	64,818.60
State Match (20%)	43,212.40
5311 Reimbursement (50%)	108,031.00

**Project Administration Budget**

Administration Subtotal	59,350.00
Federal Administration Share	47,480.00
Local Administration Share	11,870.00
Total Project Budget	275,411.99



Contractor: Futures Unlimited

APPENDIX A

Budget Year 7/15 - 6/16

5311 Project Operating Budget

Vehicle Insurance	6,590.00
Advertising	3,050.00
Personnel -Driver (Paid)	136,970.00
-Dispatcher (Paid)	30,950.00
Fuel	62,500.00
Maintenance, Repair, Lube, Parts, Labor	15,950.00
Storage (Paid)	
Contract Services	
Communications/Phone Costs	2,750.00
Other (Specify)	
Licenses and Tags	825.00
KPTA Membership Dues	65.00
KPTA Annual Meeting Expenses	300.00
RTAP Driver Training	400.00
RTAP Manager Training	100.00
KCC Registration Fee	
Drivers Physical	500.00
Total Operating Cost	260,950.00
Project Income	36,788.00
Operating Subtotal	224,162.00
Local Match (30%)	67,248.60
State Match (20%)	44,832.40
5311 Reimbursement (50%)	112,081.00

Project Administration Budget

Administration Subtotal	34,687.50
Federal Administration Share	27,750.00
Local Administration Share	6,937.50
Total Project Budget	258,849.50

Contractor: Harper County Department on Aging MODIFIED

Budget Year 7/15 - 6/16

## 5311 Project Operating Budget

Vehicle Insurance	2,000.00
Advertising	1,500.00
Personnel -Driver (Paid)	99,402.00
-Dispatcher (Paid)	
Fuel	20,000.00
Maintenance, Repair, Lube, Parts, Labor	7,000.00
Storage (Paid)	
Contract Services	
Communications/Phone Costs	1,500.00
Other (Specify)	250.00
Licenses and Tags	50.00
KPTA Membership Dues	60.00
KPTA Annual Meeting Expenses	400.00
RTAP Driver Training	180.00
RTAP Manager Training	200.00
KCC Registration Fee	
Drivers Physical	200.00
Total Operating Cost	132,742.00
Project Income	16,400.00
Operating Subtotal	116,342.00
Local Match (30%)	34,902.60
State Match (20%)	23,268.40
5311 Reimbursement (50%)	58,171.00

## Project Administration Budget

Administration Subtotal	11,170.00
Federal Administration Share	8,936.00
Local Administration Share	2,234.00
Total Project Budget	127,512.00

Contractor: Kingman County Council on Aging

APPENDIX A

Budget Year 7/15 - 6/16

5311 Project Operating Budget

Vehicle Insurance	2,200.00
Advertising	2,500.00
Personnel -Driver (Paid)	38,425.00
-Dispatcher (Paid)	13,000.00
Fuel	7,000.00
Maintenance, Repair, Lube, Parts, Labor	2,000.00
Storage (Paid)	1,200.00
Contract Services	
Communications/Phone Costs	1,800.00
Other (Specify)	300.00
Licenses and Tags	100.00
KPTA Membership Dues	60.00
KPTA Annual Meeting Expenses	
RTAP Driver Training	150.00
RTAP Manager Training	35.00
KCC Registration Fee	
Drivers Physical	300.00
Total Operating Cost	69,070.00
Project Income	4,500.00
Operating Subtotal	64,570.00
Local Match (30%)	19,371.00
State Match (20%)	12,914.00
5311 Reimbursement (50%)	32,285.00

Project Administration Budget

Administration Subtotal	7,401.25
Federal Administration Share	5,921.00
Local Administration Share	1,480.25
Total Project Budget	71,971.25

*Budget Year 7/15 - 6/16***5311 Project Operating Budget**

Vehicle Insurance	7,500.00
Advertising	2,500.00
Personnel -Driver (Paid)	73,900.00
-Dispatcher (Paid)	0.00
-Mechanic (Paid)	0.00
Fuel	30,000.00
Maintenance, Repair, Lube, Parts, Labor	17,500.00
Storage (Paid)	0.00
Contract Services TAXI Contract	0.00
Communications/Phone Costs	900.00
Other (Specify)	0.00
Licenses and Tags	480.00
KPTA Membership Dues	90.00
KPTA Annual Meeting Expenses	0.00
RTAP Driver Training	0.00
RTAP Manager Training	0.00
KCC Registration Fee	0.00
Drivers Physical	1,500.00
Total Operating Cost	134,370.00
Project Income	29,000.00
Operating Subtotal	105,370.00
Local Match (30%)	31,611.00
State Match (20%)	21,074.00
5311 Reimbursement (50%)	52,685.00

**Project Administration Budget**

Administration Subtotal	9,276.25
Federal Administration Share	7,421.00
Local Administration Share	1,855.25
Total Project Budget	114,646.25