

Agreement Number: **K6080**

DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Okanogan County Transportation and Nutrition (OCTN)
Organization Name

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: <u>Okanogan County Transportation</u>		
Tax Identification Number: <u>20-1196943</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>602-381-624</u>		
Contact Name: <u>Jennifer Fitzthum / Deanne Konsack</u>		
Title: <u>General Manager / Director of Operations</u>		
Address: <u>303 2nd Ave S., P.O. Box 471</u>		
City: <u>Okanogan</u>	State: <u>WA</u>	Zip: <u>98840</u>
Phone Number: <u>509-826-4391</u>		
Email Address: <u>jfitzthum@octn.org / dkonsack@octn.org</u>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:
Email to: mcua@des.wa.gov or **Mail to:** WA Dept. of Enterprise Services
Attn: Contracts Resource Center
P.O. Box 41411
Olympia, WA 98504-1411
5. **Financial Responsibility:** Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

K9080

Agreement Number: _____

DES Use Only

- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.

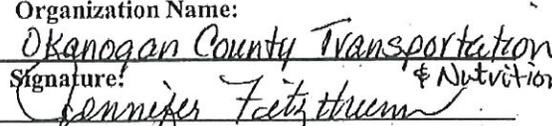
- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

**WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES**

Name: _____
 Assistant Director Signature: 
 Eci Ameh, Assistant Director
 Name/Title: _____
 Date: 6/13/2019

Organization Name: Okanogan County Transportation & Nutrition
 Signature: 
 Name/Title: Jennifer Fitzthum, Executive Director
 Date: 6/31/19



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 14, 2017

Jennifer Fitzthum
Okanogan County Transportation & Nutrition
PO Box 711
Omak, WA 98841

Subject: Executed Consolidated Capital Equipment and Vehicle Grant Agreement

Dear Ms. Fitzthum,

Enclosed is a completely executed capital grant agreement, UCB1462, for the Consolidated Grant Program. We want to inform you that we have updated the FAIN in the budget table on Exhibit I, Scope of Work and Budget.

We will email you the personalized reimbursement request and required quarterly progress report forms. To receive payment, please e-mail your completed reimbursement request to PTDinvoices@wsdot.wa.gov, and the quarterly progress report form to the PTDReports@wsdot.wa.gov, cc'ing Greg Wright.

If you have any questions or need technical assistance, you may contact Greg Wright at 360-791-1170. We look forward to working with you during the course of your project.

Sincerely,

A handwritten signature in cursive script that reads "Don Chartock for".

Don Chartock, Project Delivery Manager
Public Transportation Division

DC: at

Enclosures

Capital Equipment and Vehicle Grant Agreement									
Program Type:	<input checked="" type="checkbox"/> Consolidated Grant <input type="checkbox"/> Transit Projects (TIER) <input type="checkbox"/> Regional Mobility Grant (RMG) <input type="checkbox"/> Transit Coordination								
Funding Sources:	<input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds <input checked="" type="checkbox"/> State/Federal Funds								
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Greg Wright 360-791-1170	Contractor: Okanogan County Transportation & Nutrition PO Box 711 Omak, WA 98841 Contact: Jennifer Fitzthum (509) 826-4391								
Term of Project: July 1, 2017, through the useful life of the Project Equipment.	Federal ID #: 20-1196943								
Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	Project Title: Project Title as set forth in Exhibit I, Scope of Work and Budget.								
Service Area: As defined in attached Exhibit I	Project Costs: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: right;">Federal Funds</td> <td style="width: 40%; text-align: right;">\$294,298</td> </tr> <tr> <td style="text-align: right;">State Funds</td> <td style="text-align: right;">\$ 77,546</td> </tr> <tr> <td style="text-align: right;">Contractor Funds</td> <td style="text-align: right;">\$ 92,961</td> </tr> <tr> <td style="text-align: right;">Total Project Cost</td> <td style="text-align: right;">\$464,805</td> </tr> </table>	Federal Funds	\$294,298	State Funds	\$ 77,546	Contractor Funds	\$ 92,961	Total Project Cost	\$464,805
Federal Funds		\$294,298							
State Funds		\$ 77,546							
Contractor Funds		\$ 92,961							
Total Project Cost	\$464,805								
CFDA#: 20.513 (§5310)									
DUNS#: 832038686									
Agreement Number: UCB1462									

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2017 Chapter 313 Section 220 (1), (2), (4), (5), (8) and (9) provides Rural Mobility, Paratransit/Special Needs, Regional Mobility, Transit Coordination, Transit Projects and other special proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account, as identified in the budget through its 2017-2019 biennial appropriations to WSDOT;

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (FTA) administers to the extent FTA so determines; and the Highway and Transportation Funding Act of 2014, Pub.L. 113-159, August 8, 2014.

WHEREAS, Federal funding is authorized under the Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation that may be enacted.

WHEREAS, funding is authorized under 49 USC § 5310 / MAP-21 for Enhanced Mobility of Seniors and Individuals with Disabilities Program; and any subsequent amendments and resolutions thereto;

WHEREAS, WSDOT's Public Transportation Division administers the Paratransit/Special Needs Grant Program funds to provide assistance for transportation related support of persons with special needs;

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, "Scope of Work and Budget," which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the acquisition of equipment to be used in the provision of public transportation services that meet the needs of persons in the State of Washington, hereinafter known as the "Project."

B. On projects where WSDOT is providing only state funds and the contractor is using funds received directly from the federal government as their share or part thereof on the project, the contractor must assume full responsibility for

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

OKANOGAN COUNTY TRANSPORTATION & NUTRITION

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 3/29/2004

UBI Number: 602-381-624

APPID: 197785



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201
SEP 16 2004

DEPARTMENT OF THE TREASURY

Date:

OKANOGAN COUNTY TRANSPORTATION &
NUTRITION
C/O LEANNE LEIFER
PO BOX 711
OMAK, WA 98841

Employer Identification Number:
20-1196943
DLN:
17053196010024
Contact Person:
GREGORY K OLWINE ID# 31382
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 29, 2004
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers,

Letter 1045 (DO/CG)

OKANOGAN COUNTY TRANSPORTATION &

directors, trustees, members, or major contributors.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Form 872-C

Payment Log: UCB1463, Okanogan County Transportation & Nutrition

Agreement Amount: \$1,453,742.00

Project Summary:

Project	Funded Amount	Gross Amount	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	WSDOT Paid	Balance	Local Match %
A	\$838,440.00	\$1,025,789.00	\$38,294.00	\$17,267.00	\$970,228.00	\$337,406.00	\$632,822.00	\$205,618.00	35%
B	\$615,302.00	\$558,534.00	\$15,654.00	\$20,727.00	\$522,153.00	\$97,421.00	\$424,732.00	\$190,570.00	19%
Total	1,453,742.00	1,584,323.00	53,948.00	37,994.00	1,492,381	434,827.00	1,057,554.00	396,188.00	

Invoice Details:

Project - A - PTC0835: Okanogan County Demand Response services

Invoice Date	Billing Period - Start	Billing Period - End	Gross Expenditures	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	WSDOT Paid	Balance	Local Match %
08/30/2017	07/01/2017	07/31/2017	\$48,795.00	\$2,001.00	\$0.00	\$46,795.00	\$16,378.00	\$30,417.00	\$30,417.00	35%
09/26/2017	09/01/2017	09/30/2017	\$48,570.00	\$2,337.00	\$0.00	\$46,233.00	\$16,182.00	\$30,051.00	\$30,051.00	35%
10/10/2017	09/01/2017	09/30/2017	\$63,227.00	\$2,092.00	\$0.00	\$61,135.00	\$21,097.00	\$40,038.00	\$40,038.00	35%
11/16/2017	10/01/2017	10/31/2017	\$54,678.00	\$2,043.00	\$0.00	\$52,635.00	\$18,697.00	\$33,938.00	\$33,938.00	35%
12/13/2017	11/01/2017	11/30/2017	\$54,730.00	\$1,873.00	\$0.00	\$52,857.00	\$18,648.00	\$34,209.00	\$34,209.00	35%
01/17/2018	12/01/2017	12/31/2017	\$67,569.00	\$2,231.00	\$0.00	\$60,490.00	\$20,908.00	\$39,582.00	\$39,582.00	35%
02/28/2018	01/01/2018	01/31/2018	\$53,428.00	\$2,200.00	\$0.00	\$51,228.00	\$17,930.00	\$33,298.00	\$33,298.00	35%
03/07/2018	02/01/2018	02/28/2018	\$54,288.00	\$2,070.00	\$0.00	\$50,490.00	\$18,276.00	\$32,214.00	\$32,214.00	35%
04/20/2018	03/01/2018	03/31/2018	\$56,976.00	\$2,637.00	\$0.00	\$50,383.00	\$17,605.00	\$32,778.00	\$32,778.00	35%
05/10/2018	04/01/2018	04/30/2018	\$56,448.00	\$2,144.00	\$0.00	\$50,242.00	\$17,565.00	\$32,657.00	\$32,657.00	35%
06/15/2018	05/01/2018	05/31/2018	\$57,182.00	\$2,431.00	\$0.00	\$54,751.00	\$19,160.00	\$35,591.00	\$35,591.00	35%
07/12/2018	06/01/2018	06/30/2018	\$66,311.00	\$2,162.00	\$0.00	\$63,989.00	\$20,395.00	\$43,574.00	\$43,574.00	35%
08/13/2018	07/01/2018	07/31/2018	\$55,749.00	\$1,759.00	\$0.00	\$53,990.00	\$18,897.00	\$35,093.00	\$35,093.00	35%
09/10/2018	08/01/2018	08/31/2018	\$64,365.00	\$2,115.00	\$0.00	\$62,254.00	\$21,790.00	\$40,464.00	\$40,464.00	35%
10/11/2018	09/01/2018	09/30/2018	\$59,344.00	\$1,934.00	\$0.00	\$53,008.00	\$18,553.00	\$34,455.00	\$34,455.00	35%
11/14/2018	10/01/2018	10/31/2018	\$58,436.00	\$2,504.00	\$0.00	\$56,932.00	\$19,925.00	\$37,007.00	\$37,007.00	35%
12/12/2018	11/01/2018	11/30/2018	\$51,626.00	\$1,871.00	\$0.00	\$49,755.00	\$17,410.00	\$32,345.00	\$32,345.00	35%
01/11/2019	12/01/2018	12/31/2018	\$53,243.00	\$1,890.00	\$0.00	\$51,353.00	\$17,970.00	\$33,383.00	\$33,383.00	35%
Total										
								\$632,822.00		\$632,822.00

Paratransit - Special Needs Competitive (Current Law)

2P8721-08

Total Billed/Paid Amount:

Project - B - PTCO836: Sustain 3 rural Commuter Routes

Rural Mobility - Competitive
(Current Law)

Invoice Date	Billing Period - Start	Billing Period - End	Gross Expenditures	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	2P8711-05	Total Billed/Paid Amount
08/30/2017	07/01/2017	07/31/2017	\$22,710.00	\$866.00	\$0.00	\$21,844.00	\$3,932.00	\$17,912.00	\$17,912.00
09/26/2017	08/01/2017	08/31/2017	\$34,813.00	\$985.00	\$0.00	\$33,828.00	\$6,089.00	\$27,739.00	\$27,739.00
10/10/2017	09/01/2017	09/30/2017	\$27,344.00	\$1,020.00	\$0.00	\$26,324.00	\$4,739.00	\$21,585.00	\$21,585.00
11/16/2017	10/01/2017	10/31/2017	\$29,439.00	\$777.00	\$0.00	\$28,662.00	\$5,992.00	\$22,670.00	\$22,670.00
12/13/2017	11/01/2017	11/30/2017	\$31,356.00	\$681.00	\$0.00	\$30,675.00	\$5,941.00	\$24,734.00	\$24,734.00
01/17/2018	12/01/2017	12/31/2017	\$37,506.00	\$701.00	\$1,853.00	\$34,952.00	\$5,521.00	\$29,431.00	\$29,431.00
02/28/2018	01/01/2018	01/31/2018	\$25,380.00	\$702.00	\$0.00	\$24,678.00	\$4,657.00	\$20,021.00	\$20,021.00
03/07/2018	02/01/2018	02/28/2018	\$34,348.00	\$962.00	\$0.00	\$33,386.00	\$8,387.00	\$24,999.00	\$24,999.00
04/20/2018	03/01/2018	03/31/2018	\$30,425.00	\$915.00	\$6,186.00	\$23,324.00	\$5,234.00	\$18,090.00	\$18,090.00
05/10/2018	04/01/2018	04/30/2018	\$26,883.00	\$738.00	\$6,353.00	\$19,792.00	\$3,563.00	\$16,229.00	\$16,229.00
06/15/2018	05/01/2018	05/31/2018	\$31,831.00	\$910.00	\$0.00	\$30,921.00	\$5,566.00	\$25,355.00	\$25,355.00
07/12/2018	06/01/2018	06/30/2018	\$34,367.00	\$915.00	\$0.00	\$33,452.00	\$5,545.00	\$27,907.00	\$27,907.00
08/13/2018	07/01/2018	07/31/2018	\$31,186.00	\$1,041.00	\$0.00	\$30,145.00	\$5,426.00	\$24,719.00	\$24,719.00
09/10/2018	08/01/2018	08/30/2018	\$34,445.00	\$1,033.00	\$0.00	\$33,412.00	\$5,914.00	\$27,498.00	\$27,498.00
10/11/2018	09/01/2018	09/30/2018	\$31,357.00	\$878.00	\$6,335.00	\$24,144.00	\$4,346.00	\$19,798.00	\$19,798.00
11/14/2018	10/01/2018	10/31/2018	\$32,601.00	\$940.00	\$0.00	\$31,661.00	\$5,699.00	\$26,962.00	\$26,962.00
12/12/2018	11/01/2018	11/30/2018	\$32,650.00	\$784.00	\$0.00	\$31,866.00	\$5,635.00	\$26,231.00	\$26,231.00
01/11/2019	12/01/2018	12/31/2018	\$29,893.00	\$806.00	\$0.00	\$29,087.00	\$5,235.00	\$23,852.00	\$23,852.00
Total							\$424,732.00		\$424,732.00

Payment Log: UCB1462, Okanogan County Transportation & Nutrition

Agreement Amount: \$371,844.00

Project Summary:

Project	Funded Amount	Gross Amount	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	WSDOT Paid	Balance	Local Match %
A	\$226,800.00	\$281,796.72	\$0.00	\$0.00	\$281,796.72	\$56,359.35	\$225,437.37	\$1,362.63	20%
B	\$64,620.00	\$78,290.50	\$0.00	\$0.00	\$78,290.50	\$15,658.10	\$62,632.40	\$1,987.60	20%
Total	291,420.00	360,087.22	0.00	0.00	360,087.22	72,017.45	288,069.77	3,350.23	

Invoice Details:

Project - A - PTCV814: Purchase 4 ADA accessible light-duty cutaways

Invoice Date	Billing Period - Start	Billing Period - End	Gross Expenditures	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	FTA 5310 - Capital	Total Billed/Paid Amount
08/14/2018			\$279,142.28	\$0.00	\$0.00	\$279,142.28	\$55,828.46	2P7821-05	\$223,313.82
10/24/2018			\$2,654.44	\$0.00	\$0.00	\$2,654.44	\$530.89		\$2,123.55
Total							\$225,437.37		\$225,437.37

Project - B - PTCV815: Purchase 1 ADA accessible light-duty cutaway

Invoice Date	Billing Period - Start	Billing Period - End	Gross Expenditures	Fares and Donations	Ineligible Expenses	Net Amount	Local Match	FTA 5310 - Capital	Paratransit - Special Needs Competitive (Current Law)	Total Billed/Paid Amount
08/14/2018			\$77,613.57	\$0.00	\$0.00	\$77,613.57	\$15,522.71	2P7821-01	2P8721-13	\$62,090.86
10/24/2018			\$676.93	\$0.00	\$0.00	\$676.93	\$135.39			\$541.54
Total							\$4,348.40			\$62,632.40

Section 6
Payment

A. State and/ or federal funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Exhibit I, "Scope of Work and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, whichever is applicable. In no event shall the total amount reimbursed by WSDOT exceed "State Funds" and/or "Federal Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project." Such costs to be reimbursed shall be calculated as described in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, whichever is appropriate. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of the Project" as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Project" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

D. For vehicle purchases, the Project Equipment titles shall designate WSDOT as the legal owner and the CONTRACTOR as the registered owner through the project period. Subject to the CONTRACTOR's compliance with all terms of this AGREEMENT, WSDOT will release the interest of ownership of the Project Equipment to the CONTRACTOR in writing thirty (30) days from the end of the useful life of the Project Equipment, as defined in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, , whichever is applicable..

Section 7
Purchases

The CONTRACTOR shall make purchases of any Project Equipment pursuant to this AGREEMENT through procurement procedures approved in advance in writing by WSDOT and consistent with the following Government Orders provision: In case any lawful government authority shall issue any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either of them, the CONTRACTOR shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 8
Inspection Upon Delivery

The CONTRACTOR shall inspect Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all regulations, rules, and laws. Payment to the vendor must occur within thirty days of the Project Equipment acceptance.

2. In the event any portion of the Project Equipment sustains disabling damage as defined in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, whichever is applicable, and/or triggers drug and alcohol testing, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.

3. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. If the project is receiving Transit Coordination or Regional Mobility grant funds, in addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

D. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use any Project Equipment in a manner different from that described in Exhibit I, Scope of Work and Budget, and the "Service Area" identified in the AGREEMENT header of this AGREEMENT. If WSDOT determines that Project Equipment has been used in a manner different from that described in Exhibit I, Scope of Work and Budget, and/or the "Service Area" identified in the caption space header above, WSDOT may direct the CONTRACTOR to dispose of the Project Equipment acquired by the CONTRACTOR. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

Section 12

Maintenance of Project Equipment

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition for the useful life of the Project Equipment. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT. All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit one to WSDOT for approval by October 1, 2017, or prior to the receipt of their first grant-funded vehicle. The CONTRACTOR agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of the Project Equipment, or sooner if needed. The CONTRACTOR shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project Equipment in accordance with Section 19, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 13

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 14

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 15

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 21

Liens on Project Equipment

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in the caption space of this AGREEMENT titled "Project Costs. When the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their useful life. The CONTRACTOR accepts WSDOT's legal ownership of the Project Equipment during its useful life as set forth in this Section and agrees that it shall not use the Project Equipment as collateral, nor shall the CONTRACTOR encumber the Project Equipment in any way. The CONTRACTOR shall follow the terms stated in Section 10A regarding use and disposal of all Project Equipment. For non-vehicle Project Equipment, WSDOT's lien shall equal the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the disposable value of the Project Equipment. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT

Section 22

Loss or Damage to Project Equipment

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:

1. The CONTRACTOR shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the value of the Project Equipment; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal, annually thereafter; or

2. The CONTRACTOR shall provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project Equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project Equipment and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project Equipment and place it back into service.

C. If the Project Equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project Equipment; or

2. Does not intend to replace the lost Project Equipment.

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT then WSDOT will either pay, or rebate, to the CONTRACTOR its proportionate share of such proceeds paid to WSDOT.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 23

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 24

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
 3. Abuses or misuses the Project Equipment, including, but not limited to:
 - a) Failure to maintain the Project Equipment according to the manufacturer's standards;
 - b) Failure to repair damages or replace defective or broken parts in a timely manner;
 - c) Failure to take any action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project real property, facilities, or equipment.
 4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
 5. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.
- D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Project", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 27

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 28

Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 29

Limitation of Liability

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

Section 35

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 36

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 37

Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

Section 38

Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit II, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. Exhibit I

Section 39

Agreement Close Out

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Project" by written notification and in its capital Quarterly Progress Report, as referenced in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, whichever is applicable for the quarter, in which the project is completed. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the project completion date. WSDOT will send a close out letter to the CONTRACTOR.

Section 40

Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

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Exhibit I
SCOPE OF WORK AND BUDGET

Current Total Project Cost	
Federal Funds	\$294,298
State Funds	\$ 77,546
Contractor's Funds	\$ 92,961
Total Project Cost	\$464,805

Funding by Project

Project A

UPIN: PTCV814

Scope of Work: To purchase of four (4) replacement of ADA accessible light-duty gas powered small buses to provide demand response, door-to-door transportation services to elderly, special needs, and general public in Okanogan County.

Funding	Federal Award Identification #	Percentage	Current Funds	Total Current Funds
FTA 5310	WA-2017-082	80%	\$233,136	\$233,136
Contractor's Share	N/A	20%	\$ 58,284	\$ 58,284
Total Project Cost	N/A	100%	\$291,420	\$291,420

Budget: Current Funds and percentages identified reflect current total Project funds for the 2017-2019 biennium. Projected funds are subject to availability by FTA and appropriation by the Washington State Legislature and will be added to this AGREEMENT, subject to CONTRACTOR's compliance with this AGREEMENT and after any such appropriation is enacted into law, by written amendment to this AGREEMENT signed by both Parties. (If any such projected funds are not available, the provisions of Section 20.A, Termination for Convenience, shall apply and WSDOT will not be financially responsible for any operating funding assistance or costs incurred by CONTRACTOR for the Project beyond the Current Funds appropriated for the 2017-2019 biennium. The CONTRACTOR will release any remaining funds back to WSDOT for WSDOT to reallocate to other consolidated program projects.

Project B

UPIN: PTCV815

Scope of Work: To purchase of one (1) replacement of light-duty cutaway gas powered small bus to provide commuter route in south end of Okanogan County.

Funding	Percentage	Current Funds	Total Current Funds
Competitive Special Needs Non-Profit	80%	\$58,284	\$58,284
Contractor's Share	20%	\$14,571	\$14,571
Total Project Cost	100%	\$72,855	\$72,855

Budget: Current Funds and percentages identified reflect current total Project funds for the 2017-2019 biennium. Projected funds are subject to availability by FTA and appropriation by the Washington State Legislature and will be added to this AGREEMENT, subject to CONTRACTOR's compliance with this AGREEMENT and after any such appropriation is enacted into law, by written amendment to this AGREEMENT signed by both Parties. (If any such projected funds are not available, the provisions of Section 20.A, Termination for Convenience, shall apply and WSDOT will not be financially responsible for any operating funding assistance or costs incurred by CONTRACTOR for the Project beyond the Current Funds appropriated for the 2017-2019 biennium. The CONTRACTOR will release any remaining funds back to WSDOT for WSDOT to reallocate to other consolidated program projects.

Exhibit II
Federal Provisions
For this AGREEMENT that Includes Federal Funds (Grant Agreement)

Section 1

Assignments and Subcontracts

In addition to the requirements of Section 10 (B) of the AGREEMENT, the CONTRACTOR agrees to include Sections 3 through 22 of this Exhibit II, Federal Provisions, in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this AGREEMENT.

Section 2

Contractor's Share of Project Costs

In addition to the requirements of Section 5, Contractor's Share of Project Costs, of the AGREEMENT, the CONTRACTOR agrees that "Project Costs" eligible for federal participation, including Contractor Funds used as match to other FTA funds, must comply with U.S. DOT requirements (Common Rules) to the extent applicable on or after December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:

1. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization, and
2. Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, and Subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200, apply to a private for-profit entity; notably, the Cost Principles of subpart 31.2 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

Section 3

Reports and Use of Project Equipment

A. In addition to the requirements of Section 11, Reports and Use of Project Equipment, of the AGREEMENT, the CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT and FTA and which may include but are not limited to:

1. Drug Abuse and Alcohol Abuse Testing compliance reports as required in this AGREEMENT
2. Goods and services purchased from Disadvantaged Business Enterprises.
3. National Transit Database. The condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630.

B. Program Income. The CONTRACTOR shall comply with Program Income provisions in 2 CFR Part 200 and 2 C.F.R. part 1201, whichever is applicable, and prepare a quarterly report of the gross income, as defined in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, or the *Regional Mobility Grants Program Guidebook*, and any amendments thereto, whichever is applicable, received by CONTRACTOR that is directly generated by the Project activity supported by the funding in this AGREEMENT.

Section 4

Accounting Records

In addition to the requirements of Section 18, Accounting Records, of the AGREEMENT, the CONTRACTOR shall comply with the following:

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to WSDOT and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

D. Preference for Recycled Products. To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

E. Geographic Restrictions. The CONTRACTOR agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

F. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either PARTY, the CONTRACTOR shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 7 Charter Service Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in charter service operations without first notifying its WSDOT project manager in writing of its intent, and learning the reporting requirements, exceptions, exemptions, and potential violations related to the specific funding source(s) of the subject AGREEMENT. Subsequent to coordination with WSDOT, CONTRACTOR agrees that it shall not engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the CONTRACTOR understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third-party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the CONTRACTOR's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the CONTRACTOR, subrecipient, lessee, third-party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

Section 8 School Bus Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 USC §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605 to the extent consistent with 49 USC §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Operations Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent those regulations are consistent with 49 USC §§ 5323(f) or (g), the CONTRACTOR understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third-party contractors, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the CONTRACTOR's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations to the extent consistent with 49 USC §§ 5323(f) or (g), FTA will bar the CONTRACTOR, subrecipient, lessee, third-party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate and FTA may require remedial measures as FTA considers appropriate, in addition to barring a subrecipient from receiving further transit funds.

1. **Personal Conflict of Interest.** The CONTRACTOR's code or standards shall prohibit the CONTRACTOR's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The CONTRACTOR's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this AGREEMENT.

B. **Debarment and Suspension.** The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, Per 2 C.F.R. § 180.220, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the System for Award Management at www.sam.gov before entering into any third subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions. CONTRACTOR understands that a suspension, debarment, or other similar action against a third party by CONTRACTOR is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to FTA.

C. **Bonus or Commission.** The CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

D. **Restrictions on Lobbying.** The CONTRACTOR agrees to:

1. Comply with Byrd Anti-Lobbying Amendment, 31 USC § 1352(a), and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative Agreement; and
2. Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC § 1352; and
3. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

E. **Employee Political Activity.** To the extent applicable, the CONTRACTOR agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to the MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

F. **False or Fraudulent Statements or Claims.** The CONTRACTOR acknowledges and agrees that:

1. Civil Fraud: The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the CONTRACTOR certifies or affirms the truthfulness and accuracy

Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the CONTRACTOR's eligibility to obtain future federal financial assistance for transportation projects.

D. Nondiscrimination on the Basis of Sex. The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.*, and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

E. Nondiscrimination on the basis of Age. The CONTRACTOR agrees to comply with applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance", 45 CFR Part 90, which prohibits discrimination on the basis of age.

2. The Age Discrimination in Employment Act (ADEA) 29 USC §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.

F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and any implementing requirements FTA may issue.

G. Disabilities-Access. The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

I. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English

Control Act as amended (33 U.S.C. §§ 1251 – 1387 and any revisions thereto. In the event that the federal share, identified in "Project Cost" of this AGREEMENT exceeds \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.

E. **Violating Facilities.** The CONTRACTOR agrees to:

1. Refrain from using any violating facilities.
2. Report each violation to WSDOT and understands and agrees that WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
3. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

F. **Other Environmental Federal Laws.** The Recipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

Section 16

Planning and Private Enterprise

FTA Requirements. The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(l); joint Federal Highway Administration (FHWA)/ FTA regulations, "Statewide Transportation Planning: Metropolitan Transportation Planning," 23 CFR Part 450 and 49 CFR Part 613; and any amendments thereto, and with FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this AGREEMENT. To the extent feasible, the CONTRACTOR agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the CONTRACTOR agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 USC § 501 note, and Executive Order No 12893, "Principles for Federal Infrastructure Investments," 31 USC § 501 note.

Section 17

Substance Abuse

A. **Drug and Alcohol Testing.** If receiving FTA 5309 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to submit annually the Management Information System (MIS) reports to WSDOT each year during the term identified in the caption space header above titled "the Term of Project."

B. **Drug-free Workplace.** To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 USC § 5331, as amended by MAP-21.

C. **Privacy Act.** The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this AGREEMENT.

D. **Non Compliance.** The CONTRACTOR agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar CONTRACTOR from receiving all or a portion of the Federal transit assistance it would otherwise receive.

Section 18

Federal "\$1 Coin" Requirements

To the extent required by the Federal Government, the CONTRACTOR agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the CONTRACTOR's equipment and facilities

the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

D. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefore 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 (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

E. **Withholding for unpaid wages and liquidated damages.** The CONTRACTOR 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 (E) of this section.

F. **Public Transportation Employee Protective Agreement.** To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of public transportation employee protective arrangements to FTA. The CONTRACTOR agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for application to the Project, in accordance with USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any revision thereto.

G. U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Section 23

General Compliance Assurance

In addition to the requirements of Section 12, General Compliance Assurance, of the AGREEMENT, the CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of OMB circulars 2 CFR part 1201, and cost principles as defined in OMB circulars 2 CFR Part 200.

Section 24

Maintenance of Project

CONTRACTORS who are transit agencies must have a Transit Asset Management Plan (AMP), as required by 49 USC § 5326, FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and certified by WSDOT. All other CONTRACTORS must have a written AMP to WSDOT prior to the receipt of their first grant funded vehicle. The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to ensure the Project assets are maintained in a state of good repair. All service, materials, and repairs in connection with the use and operation of the Project shall be at the CONTRACTOR's expense. The CONTRACTOR shall, at a minimum, service the Project and replace parts at intervals recommended by the manufacturer consistent with the CONTRACTOR's AMP. The CONTRACTOR agrees to comply with the property management standards identified in 2 CFR Part 200 and 2 C.F.R. part 1201. Any exception to the requirements of 2 CFR Part 200 and 2 C.F.R. part 1201 requires the express approval of WSDOT in writing. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.