

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE December 9, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of Public Works to Enter into a Memorandum of Understanding with the City of Modesto, Allowing Stanislaus Regional Transit to Become a Subrecipient of the City of Modesto's Federal Transit Administration Urbanized Formula Transit, Section 5307 Funds

STAFF RECOMMENDATIONS:

Authorize the Director of Public Works to enter into and execute the Memorandum of Understanding (MOU) with the City of Modesto allowing Stanislaus Regional Transit (StaRT) to become a subrecipient of the City of Modesto's Federal Transit Administration (FTA) Urbanized Formula Transit, Section 5307 Funds.

FISCAL IMPACT:

The Public Works Transit Division will receive \$1,173,946 from the Federal Transit Administration (FTA) for Federal Fiscal Year (FFY) 2012-2013 and FFY 2013-2014 to the County's Transit Division as part of the total transit funds distributed to the Modesto Urbanized Area (UZA), \$683,777 and \$490,169 respectively for both years. Because of on-going negotiations with the City during both federal fiscal years, the funds were not received in the fiscal year in which the funds were apportioned. This funding was included in the Public Works - Transit Division's Adopted Final Budget for Fiscal Year 2014-2015 to meet the County's financial obligations for transit operations.

BOARD ACTION AS FOLLOWS:

No. 2014-605

On motion of Supervisor Withrow and approved by the following vote, Seconded by Supervisor O'Brien
Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-6-J-17

Approval to Authorize the Director of Public Works to Enter into a Memorandum of Understanding with the City of Modesto, Allowing Stanislaus Regional Transit to Become a Subrecipient of the City of Modesto's Federal Transit Administration Urbanized Formula Transit, Section 5307 Funds

DISCUSSION:

In Fiscal Year (FY) 2012-2013, the County Public Works Transit Division, which manages the StaRT system, was contacted by the Federal Office of the National Transit Database to inform the County that StaRT had been reclassified by the Federal Transit Administration (FTA) as a Small Urban System, from its previous designation as a Rural Transit System. Eighteen former rural transit agencies, including StaRT, were absorbed by large urbanized areas in the 2010 Census. As a result, the newly created Small Urban Systems are potentially eligible to receive operating assistance funds as part of the Section 5307 formula transit funds apportionment.

Upon further research, it was determined that some segments of the County's transit service area had been absorbed into a larger urbanized area, namely, the Modesto UZA, which now includes some areas of the cities of Hughson, Oakdale, Riverbank, and the community of Keyes. Although some segments of the County's service area were absorbed into the Modesto UZA, the County's Transit Division is still responsible for managing those portions of StaRT's service area.

As a result of these changes, the County's transit system is eligible to receive approximately 18 percent of Section 5307 transit formula funds apportioned to the Modesto UZA. The percent of transit formula funding apportioned to the County is subject to change depending on the total amount of funding allocated to the Modesto UZA.

Based on discussions between the Stanislaus Council of Governments (StanCOG), the City of Modesto Public Works Transit Division, and the County Transit staff, it was determined and agreed that the County's Transit Division would become a subrecipient of the City. Since the City of Modesto is a direct grant recipient of the FTA, it was agreed that this would be a "pass-through" grant process; whereby, the Section 5307 transit formula funds apportioned to the County would pass through the City and then be transferred to the County. The FTA is aware that StanCOG, the City of Modesto, and Stanislaus County have been working together to establish a process through which Section 5307 formula transit funds would be disbursed to the County.

As outlined in the MOU, the City is required to ensure that the County's Transit Division comply with all federal regulations, FTA Grant Master Agreements, directives in the Federal Circulars, and other guidance issued by federal regulatory agencies. The transit staff is currently a subrecipient of Caltrans and is familiar with requirements for receiving federal transit grants. This includes Civil Rights requirements such as Title VI, Equal Employment Opportunity, and Americans with Disabilities Act (ADA). In addition, the Transit Division ensures vehicles in the County's bus fleet meet accessibility requirements of the ADA Regulations and currently submits its National Transit Database Reporting to the FTA.

Due to FTA requirements, becoming a subrecipient of the City requires additional responsibilities that include undertaking and performing more regulatory activities. This requires overseeing specific regulatory programs related to the Transit Division such as developing goals for the Division's Disadvantaged Business Enterprise Program for transit related capital projects;

Approval to Authorize the Director of Public Works to Enter into a Memorandum of Understanding with the City of Modesto, Allowing Stanislaus Regional Transit to Become a Subrecipient of the City of Modesto's Federal Transit Administration Urbanized Formula Transit, Section 5307 Funds

creating a monitoring plan for the Drug and Alcohol program; developing an ADA Complementary Paratransit Service Plan; implementing an ADA Complementary Paratransit Service for persons with disabilities in the County's service area; establishing the required FTA Half-Fare Program for persons with disabilities and seniors; and ensuring that the County's operations contractor, Storer Transit Systems, Inc., complies with all federal requirements.

Approval of the MOU with the City of Modesto will enable the County's Transit Division to receive pass-through Section 5307 transit grant funds as a subrecipient of the City of Modesto beginning this fiscal year. Approval of this MOU will also allow the Transit Division to begin working on the aforementioned regulatory functions to ensure adherence to the federal requirements listed in the MOU as flow-down responsibilities for becoming a subrecipient of the City. The Transit Division will continue to examine the possibility of becoming a direct grant recipient of the FTA and, in the future, will seek approval from the Board of Supervisors to work on becoming a direct Section 5307 recipient.

POLICY ISSUES:

The recommended actions are consistent with the Board's priority of An Efficient Delivery of Public Services by providing a transit system that is compliant with Federal and State efficiency standards.

STAFFING IMPACT:

The transit staff will work with the City of Modesto Public Works Transit Division staff on fulfilling federal obligations as a subrecipient of the City of Modesto, as well as research the required processes to become a direct Section 5307 recipient.

CONTACT PERSON:

Matt Machado, Public Works Director, Telephone: 209-525-4130

ATTACHMENTS:

1. Memorandum of Understanding Between the City of Modesto and Stanislaus County for Federal Transit Administration Section 5307 Transit Funds
2. Required Federal Certifications (Exhibit B)

EL/dm

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MEMORANDUM OF UNDERSTANDING
between the
CITY OF MODESTO
and
STANISLAUS COUNTY

Two Party Subrecipient Agreement
Regarding the Coordination of Federal Transportation Administration (FTA)
Section 5307 Funded Activities in the Modesto Urbanized Area

This **Memorandum of Understanding (MOU)** is entered into between the City of Modesto, hereinafter referred to as “Modesto” and Stanislaus County, hereinafter referred to as “the County”, this 25 day of November, 2014.

This MOU is made with reference to the following recitals:

1. The Stanislaus Council of Governments (StanCOG) has been designated by the Federal Transit Administration (FTA) to receive Section 5307 federal transit funds, which they make available to transit operators in the Modesto Urbanized Area through the Federal Transportation Improvement Program (FTIP) planning process.
2. Modesto, as designated by the U.S. Census Bureau, is the major population center in the federally defined Modesto Urbanized Area. Modesto is the designated applicant and recipient of all FTA Section 5307 funds within the Modesto Urbanized Area.
3. The FTA requested that Modesto work with other public transit operators in the Modesto Urbanized Area to develop subrecipient relationships as needed to accomplish public transit goals within the Modesto Urbanized Area.
4. Also located in the Modesto Urbanized Area (as designated by the U.S. Census Bureau) are the cities of Riverbank, Oakdale and Hughson and unincorporated areas including the community of Keyes that are served by the Stanislaus County Public Works Transit Division a.k.a. Stanislaus Regional Transit.
5. As an urbanized area transit provider, Stanislaus County has current and future activities eligible for FTA Section 5307 federal transit funds that have and/or will be included in the FTIP adopted by StanCOG.
6. Modesto and Stanislaus County must enter into an MOU to define roles and responsibilities of the two entities in the FTA Section 5307 grant application and grant management process to ensure the smooth and equitable distribution of funds and ensure compliance with all federal grant regulations and requirements.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:

SECTION 1: Purpose

1.1 General Scope of Agreement

The purpose of this MOU is to identify the roles and responsibilities for Modesto as the grant recipient and the County as the subrecipient for FTA Section 5307 grant funds received by the City of Modesto in accordance with P.L. 112-141, Moving Ahead for Progress in the 21st Century (MAP-21).

SECTION 2: Terms

2.1 Term

The term of this MOU shall be commensurate with activities necessary to procure the Section 5307 funds specified in Paragraph 2.2 and terminate when either party exercises its right to terminate under Section 8 of this agreement.

2.2 Funding Covered by this MOU

This agreement addresses FTA 5307 funds apportioned to the Modesto Urbanized Area by the FTA as authorized by MAP 21 for Federal Fiscal Years 2012-13 and 2013-14 as published in the Federal Register. Additional apportionments made to the Modesto Urbanized Area under MAP 21 for FY 2014-15 and future years will be addressed under this MOU unless terminated pursuant to Section 8 of this agreement.

SECTION 3: FTA Section 5307 Requirements

3.1 Responsibilities of the City of Modesto (Recipient) and Stanislaus County (Subrecipient)

Modesto, as the FTA recipient, is required to ensure that all supported activities in which the County engages as the subrecipient comply with all regulations, Grant Agreements, circulars and other guidance issued by federal regulatory agencies. The County shall cooperate with Modesto to provide supporting documents, data and other information as may be reasonably requested by Modesto to ensure said compliance. In addition to the items below, the County shall comply with all the terms in Exhibit A, Federal Contract Clauses.

3.2 Certifications and Assurances

Modesto annually submits Certifications and Assurances to the FTA that detail the federal requirements with which it must comply to be eligible to receive federal transit assistance. The annual submission of these Certifications and Assurances are required by Federal law prior to the submission of any grant application.

Federal regulations require that Modesto, as a grant applicant, secure sufficient documentation from subrecipients such as the County to ensure the subrecipient's compliance with all the requirements included in the Certifications and Assurances. To ensure it is prepared to comply with all federal regulations the County shall submit to Modesto within thirty (30) days of the date first written above, a signed copy of the Certifications and Assurances for FTA grant and cooperative agreements most recently published in the Federal Register. Subsequent to the initial submittal, the county shall annually submit to Modesto, within thirty (30) days of publication in the Federal Register, a signed copy of the FTA's Certifications and Assurances. The County shall comply with all requirements set forth in the annual Certifications and Assurances.

3.3 Federal Certifications

Federal Certifications:

The County shall complete and submit the following federally required forms included in Exhibit B within thirty (30) days of approval of the MOU by the Modesto City Council.

Form 1

A signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.

A signed form must be submitted if the subrecipient will receive \$100,000 or more in payment for their participation in this MOU.

Form 2

A signed Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.

FTA requires third party contractors to submit this certificate to the grantee for any subrecipient doing work valued at \$100,000 or more. The County shall be responsible to obtain complete forms from its contractors and submit them to Modesto. This form must be completed and submitted for each contractor expected to receive \$100,000 or more for their participation during the term of this MOU.

Form 3

A signed Certification of Restrictions on Lobbying

FTA requires that each subrecipient submit this certification to Modesto. Any subcontractor doing work valued at more than \$100,000 during the term of the contract is required to submit a certification to Modesto. The County shall be responsible to obtain complete forms from its subcontractors and submit them to Modesto prior to receiving FTA 5307 funds.

Form 4

A signed Disclosure of Lobbying Activities.

The Disclosure Statement must be submitted by the County or subcontractor whose participation exceeds \$100,000 and who is involved in lobbying activities. The County

shall be responsible to obtain complete forms from its subcontractors and submit them to Modesto prior to receiving FTA 5307 funds.

Form 5

A signed Certification Regarding Non-Discrimination of Persons with Disabilities.

Form 6

A signed Equal Opportunity Employment Certification.

3.4 Civil Rights Requirements

Modesto and the County shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following: non discrimination in Federal Public Transportation Programs; non discrimination following the requirements of Title VI of the Civil Rights Act of 1964; Equal Employment Opportunity (EEO); non discrimination on the basis of sex; non discrimination on the basis of age; non discrimination on the basis of disability; and, Disadvantaged Business Enterprise (DBE). As the grantee, Modesto will monitor the County (subrecipient) to ensure compliance with all civil rights regulations and reporting requirements. The County shall provide Modesto with their EEO, Title VI and DBE plans, reports and analysis according to federal requirements

3.5 Drug and Alcohol Program

Modesto and the County will follow the requirements of 49 CFR Part 655 to have a drug and alcohol testing policy detailing the provisions of their drug and alcohol programs. These programs shall include all of the provisions as defined by 49 CFR 655.15. Modesto will monitor the County to ensure compliance with this regulation and reporting requirements. The county shall provide Modesto with its Drug and Alcohol plan and reports according to federal requirements.

3.6 Americans with Disabilities Act Requirements

Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that as an FTA grantee, Modesto shall not discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service. Each public entity operating a fixed route system must provide complementary paratransit to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

Modesto will monitor the County to ensure that the County provides ADA complementary paratransit service in compliance with the DOT ADA requirements including, but not limited to, hours of paratransit service, eligibility determinations, service criteria, service capacity, and no-show policies. The County shall provide Modesto with its FTA approved Paratransit Service Plan and monthly reports from its operations contractor documentation to demonstrate compliance.

3.7 Federal Transportation Improvement Program

The Stanislaus Council of Governments, StanCOG, is responsible for the periodic development, adoption, and amendment of a Federal Transportation Improvement Program (FTIP) for Stanislaus County. The FTIP is, in part, the plan and approval for the allocation of FTA Section 5307 funds to transit operators in the Modesto Urbanized area. Federally funded transit projects must be programmed in the FTIP by StanCOG on behalf of Modesto and the County to provide for both parties receipt of federal funds. The County will be responsible to ensure that the County's FTA Section 5307 projects, as agreed upon by both parties are programmed into the FTIP.

3.8 Funding Level

Modesto and the County have met for the purpose of reviewing the transit needs in the Modesto Urbanized Area and defining the apportionment amounts for eligible transit activities in the County's area of service. The allocation amount negotiated by Modesto and the County was based upon population in each service area and ridership numbers and is consistent with Table 3 A in the FTA FY 2013 and FY 2014 Apportionments, Allocations and Program Information as published in the Federal Register. Per these negotiations, the funds will be used to cover the County's Capital Cost of Contracting with the maximum allocation to the County of \$683,777 for FY 2013 and \$490,169 for FY 2014. The negotiations were conducted with the approval and oversight of StanCOG. Funding amounts for additional years are subject to negotiations between the City, County and StanCOG.

SECTION 4: Grant Application and Management

4.1 Federal Transit Administration Section 5307 Funding Application

Modesto will complete the application for Section 5307 funding for the Modesto Urbanized Area and include funding requested by the County in the manner prescribed in Sections 3.7 and 3.8 of this MOU. Modesto will submit the application to the Federal Transit Administration for processing.

The County shall provide Modesto with project information on a timely basis to ensure that grant application deadlines are met. This information shall include a project description, budget and budget detail, project milestones and environmental findings. Modesto may submit the annual application without funding for the County if it does not receive the necessary project information within fifteen (15) business days of notifying the County in writing of the deadline for receipt of project information.

After the grant has been approved by the FTA, StanCOG has completed the Supplemental Agreement approval and Modesto has executed the grant, Modesto will notify the County of the final approval of FTA grant funding. A flow chart detailing the grant application process is attached to the MOU as Exhibit C.

4.2 Federal Transit Administration Section 5307 Grant Reporting Requirements

Financial Status Reports (FSR) and Milestone Progress Reports (MPR) are due to the FTA within 30 days after the end of each quarter (“Quarterly Report”). These reports are used by the FTA to determine if the purposes of the grant are being achieved, if the project is progressing on time and within budget, if the grantee is demonstrating competence in executing the project, if the project meets program requirements and if any future problems are anticipated. The FTA may withhold payment for failure to submit FSR or MPR reports on time.

The FSR is to provide a current, complete and accurate financial picture of the grant on an accrual basis as specified in FTA Circular 5010.1D, as that circular may be subsequently updated or amended.

The MPR is the narrative portion of the Quarterly Report. Information in the MPR includes status reports and progress on the milestones included in the grant application. FTA Circular 5010.1D describes the MPR.

Modesto will combine the information on Modesto’s projects with the County’s projects for these quarterly reports. To meet the quarterly reporting deadline, the County shall provide by the 10th day of the month following the end of each quarter the milestone information needed for Modesto to properly complete the milestone report. The FSR will be submitted based on the detailed expense reports submitted by the County in February, May, August and November as described in Section 5. Upon completion and submittal of the FSR and MPR, Modesto shall provide copies to the County.

4.3 Federal Transit Administration National Transit Database (NTD) Reporting

FTA grantees and subrecipients are required by law to submit monthly and annual NTD reports to the FTA. Annual and monthly reports on transit operations including ridership, miles, hours and vehicles, with details on actual expenditures, are required. The FTA uses this information to calculate the Modesto Urbanized Area’s annual apportionment. Data collection methodologies and reporting procedures are highly technical and annual training is required to complete the reports accurately.

During each FTA Triennial Review, Modesto is required to provide the NTD reporting identification number for all subrecipients of FTA Section 5307 funds. As a subrecipient, the County shall provide Modesto with a final copy of its NTD report that includes the County’s reporting identification number.

Modesto will not be available to assist in the collection and assimilation of NTD data for the County. Modesto will not enter into its NTD database information on the County’s behalf nor will it assist in resolving discrepancies that may be discovered by the FTA’s NTD contractor. It shall be the County’s responsibility to accurately collect and enter information into the NTD reporting system. The County as a Small Urban System Transit Provider in a large urbanized

area may request approval from FTA to qualify for a Small Systems Waiver. The County shall cooperate with the FTA and its NTD contractor to resolve any data discrepancies.

Section 5: Reimbursements for Grant Activities

The County shall submit a detailed expense report to Modesto for reimbursement on a quarterly basis within sixty (60) days following the end of the federal quarter. These expense reports shall be submitted by the end of February, May, August and November following any quarter in which the County has incurred reimbursable expenses. Modesto will reimburse the County for eligible expenses within thirty (30) days after the receipt of the expense reports. The County shall maintain all original invoices for a period of six (6) years for future FTA audits and reviews.

Section 6: Errors and Omissions

Modesto and the County agree that neither party shall hold the other responsible for errors, omissions or other negligence that might result in the loss of funding or a delay in receiving funding.

Section 7: MOU Amendment

This MOU may be amended by the written consent of both parties.

Section 8: MOU Termination

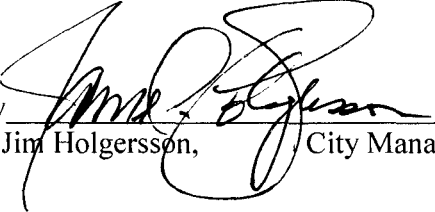
Either party upon thirty (30) days written notification to the other may terminate this MOU.

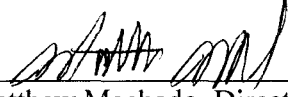
Section 9: Authorization of MOU

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of transit planning and programming federal funds within the Modesto Urbanized Area.


CITY OF MODESTO

STANISLAUS COUNTY

By 
Jim Holgersson, City Manager

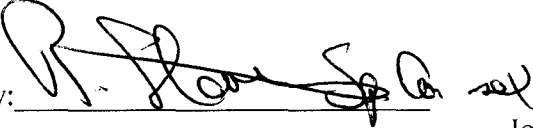
By 
Matthew Machado, Director, Department of Public Works

ATTEST:

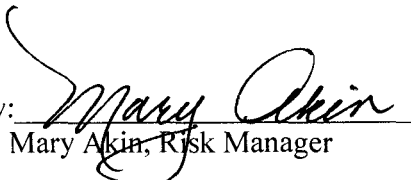
By: 
Stephanie Lopez, City Clerk
Reso 2014-486, November 25, 2014

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Adam U. Lindgren,
City Attorney

John P. Doering, County Counsel

By: 
Mary Akin, Risk Manager


By: 
Thomas E. Boze, Deputy County Counsel

Exhibit A

Federal Contract Clauses

The following extract is taken from the Federal Transit Administration Best Practices Procurement Manual, Appendix A.1, "Governing Documents." Fund recipients and subrecipients are directed to this manual for the full text of these contract clauses. The manual can be found on-line at:

http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html

1. DISADVANTAGE BUSINESS ENTERPRISE (DBE)

A. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

B. FTA grant recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Recipients shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by Recipients 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 Modesto deems appropriate. Each subcontract recipients signs with any subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

C. Recipients shall report its DBE participation obtained through race-neutral means throughout the period of performance.

D. Recipients shall pay any the subcontractor not later than 10 days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of

the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with Modesto's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the recipients, deficient subcontract performance, or noncompliance by a subcontractor.

E. Recipients shall promptly notify Modesto whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Recipients may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of both parties.

2. **CIVIL RIGHTS.** The following requirements apply to the Agreement:

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, recipients agree that it will not discriminate against any employee or applicant for

employment because of race, color, creed, national origin, sex, age, or disability. In addition, recipients agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, recipients agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. Recipients agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. In addition, recipients agree to comply with any implementing requirements FTA may issue.

2. 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, recipients agree to refrain from discrimination against present and prospective employees for reason of age. In addition, recipients agree to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, recipients agree 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, recipients agree to comply with any implementing requirements FTA may issue.

C. Recipients also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. **ENVIRONMENT.**

- A. Energy Conservation- Recipients agree 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.
- B. Clean Water- Recipients agree 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. Recipients agree to report each violation and understands and agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Recipients also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- C. Clean Air- Recipients agree 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. Recipients agree to report each violation and understands and agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Recipients also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- D. Recycled Products- Recipients agree 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 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4. **LOBBYING.** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Recipients shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to recipients.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

A. **Overtime Requirements.** No recipients 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 work week in which he or she is employed on such to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and a half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation: Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clauses set forth in paragraph A of this section recipients and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such recipients 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 work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for Unpaid Wages and Liquidated Damages. Recipients 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 money payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime the 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 B of this section.

D. Subcontracts. Recipients or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the contractor to

include these clauses in any subcontractor or lower tier subcontractor with the clauses set forth in this section. Recipients shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

6. **PROHIBITED INTEREST.** No official, officer, or employee during his or her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7. **INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS.** In accordance with U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

8. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, recipients are required to verify that contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Recipients are required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

9. **CARGO PREFERENCE.** Use of United States-Flag Vessels - Recipients agree:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to recipient, and;
- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. FEDERAL GRANT CONDITIONS. This Agreement is subject to a financial assistance contract between both parties and the United States Department of Transportation (DOT), Federal Transit Administration (FTA). Recipients and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Agreement as required by FTA. If such changes cause an increase or decrease in the work to be performed by recipients or in the time for such

performance, then the compensation to be paid to recipients and time of performance shall be equitably adjusted.

11. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

Recipients acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to recipients, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement. Recipients agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

12. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

A. Recipients recognize that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, recipients certify or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, recipients also acknowledges that if it makes 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, as amended, on recipients to the extent the Federal Government deems appropriate.

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

C. Recipients agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

13. **ACCESS TO RECORDS AND REPORTS.** The following access to records requirements apply to this Agreement:

A. Recipients agree to provide the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of recipients which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Recipients also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Recipients agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. Recipients agree to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case recipients agree to maintain same until both recipients, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. FTA does not require the inclusion of these requirements in subcontracts.

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

15. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS. Recipients agree to comply with applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, recipients agree to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient's project from which Federal assistance is provided to support work on the underlying Agreement. Recipients agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for which work is performed on the underlying Agreement, recipient agrees to carry

out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Recipients agree to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, recipients agree to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Recipients also agree to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16. DRUG AND ALCOHOL TESTING. Recipients agree to establish a drug and alcohol testing program that complies with C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency of California, or recipients to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. Recipients agree further to certify annually its compliance with Part 655 before March 1 of each year and to submit the Management Information System (MIS) reports before March 1 of each year to Modesto's Transit Division. To certify compliance recipients shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

17. **FLY AMERICA.** Recipients agree to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their the contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Recipients shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Recipients agree to include the requirements of this section in all subcontracts that may involve international air transportation.

18. **CHARTER SERVICE OPERATIONS.** Recipients agree that while performing work in connection with this Agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

19. **SCHOOL BUS OPERATIONS.** Recipients agree that neither it nor any subcontractor performing work in connection with this Agreement will engage in school bus operations for the transportation of student or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this Agreement.

20. **FEDERAL, STATE, AND LOCAL LAWS.** Recipients warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and local laws and ordinances, and all lawful orders, rules, and regulations issued by any authority of competent jurisdiction in all aspects of its performance of this Agreement.

21. **DISPUTE RESOLUTION CLAUSE.** All claims, controversies or disputes arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or

applicability of this clause shall be determined by binding arbitration in Modesto, California, by one (1) arbitrator. The American Arbitration Association shall administer the arbitration under its Rules then in effect, subject to the modifications of those rules contained in this clause. This Agreement to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration under this clause shall be in Stanislaus County, California.

This clause is not intended to and does not waive the claim filing requirements found at California Government Code Section 900 et seq. In the event that a timely and legally sufficient claim is filed by recipient and the claim is rejected in whole or in part, this clause shall result in the conclusive, final and binding resolution of all the issues presented in the claim. Claims rejected shall be submitted by recipients to arbitration pursuant to the Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection to recipients. Otherwise, the claim or claims shall be deemed finally waived in their entirety.

The "fast track" rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS. In arbitrations not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both recipients shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right.

Whether or not recipients may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by and the parties shall be

bound by the substantive law of the State of California, and not the Federal Arbitration Act at 9 U.S.C. Section 1 et seq.

The arbitrator may grant any remedy or relief deemed just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party. The arbitrator shall, in the written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this clause to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation cost and fees) against any party. This limitation of the arbitrator's powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Recipients shall include in all subcontracts, if any, a clause whereby the subcontractor consents to being joined in arbitration between Modesto and the County involving the work of subcontractor to be joined. Recipient's failure to do so shall be a breach of Agreement.

The parties to any contract of which this clause is made a part by reference or otherwise shall, and hereby do, waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

22. **BUY AMERICA.** Recipients agree 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, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock purchased by recipients shall be assembled in the United States and have a 60 percent domestic content.

23. **BUS TESTING CERTIFICATION.** Recipients agree to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

B. A manufacturer who releases a report under subparagraph A above shall provide notice to the operator of the testing facility that the report is available to the public.

C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to

recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

24. SAFETY PLAN. Recipients shall develop a safety plan that includes performance targets, strategies, and staff training in compliance with safety performance criteria under development by FTA at such time as said criteria are made available by the FTA.

25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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. Recipients shall not perform

any act, fail to perform any act, or refuse to comply with any requests which would cause recipients to be in violation of the FTA terms and conditions.

Exhibit B

Required Federal Certifications

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract) County of Stanislaus certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD PARTY CONTRACT), Eunice Lovi, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Elovi, Transit Manager
Signature & Title of Authorized Official

The undersigned chief legal counsel for the County of Stanislaus Hereby certifies that the Transit Manager has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

[Signature]
Signature of Applicant's Attorney

2/19/2015
Date

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY AND VOLUNTARY EXCLUSION**

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a third party contract), County PW Transit, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third party contractor, or potential subcontractor under a third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) Eunice Loyi, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Eunice Loyi, Transit Manager
Signature and Title of Authorized Official

February 6, 2015
Date

**CERTIFICATION
OF RESTRICTIONS ON LOBBYING**

I, Eunice Lovi, Transit Manager, hereby certify on
(name and title of grantee official)
behalf of County Public Works Transit Division that
(name of grantee)

(1) 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 any agency, a member of Congress, and 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this 6 day of February, 2015

By E. Lovi
(signature of authorized official)
Transit Manager
(title of authorized official)

FORM 4

**CERTIFICATION
OF RESTRICTIONS ON LOBBYING**

I, Eunice Lovi, Transit Manager, hereby certify on
(Name and Title of Company Official)
behalf of County Public Works Transit Division that:
(Name of Company)

- (1) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this 6 day of February, 2015.

By Eunice Lovi
(Signature of Authorized Official)

Transit Manager
(Title of Authorized Official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-DISCRIMINATION OF PERSONS WITH DISABILITIES

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the CITY that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit or service to beneficiaries of the program or activity.

The CITY is committed to providing access to all CITY services, programs and meetings open to the public with disabilities.

In this regard, the City and all its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with the CITY of Modesto shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF PERSONS WITH DISABILITIES

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, through applicable administrative requirements promulgated in response thereto, and in any other applicable Federal laws and regulations relating to discrimination of and participation by individuals with disabilities.

NAME OF BIDDER: County Public Works Transit Division

BUSINESS ADDRESS: 1010 10th Street, Suite 4204

CITY, STATE, ZIP CODE: Modesto, CA 95354

BY: Elovi TITLE: Transit Manager
(signature)

DATED: February 6, 2015

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

DATED: February 6, 2015

Name of Bidder

County Public Works
Transit Division

By Elovi

Title Transit Manager

Official Address:

1010 10th Street, Suite 4204

Modesto, CA 95354

Exhibit C — FTA Section 5307 Grant Application Process Flow Chart

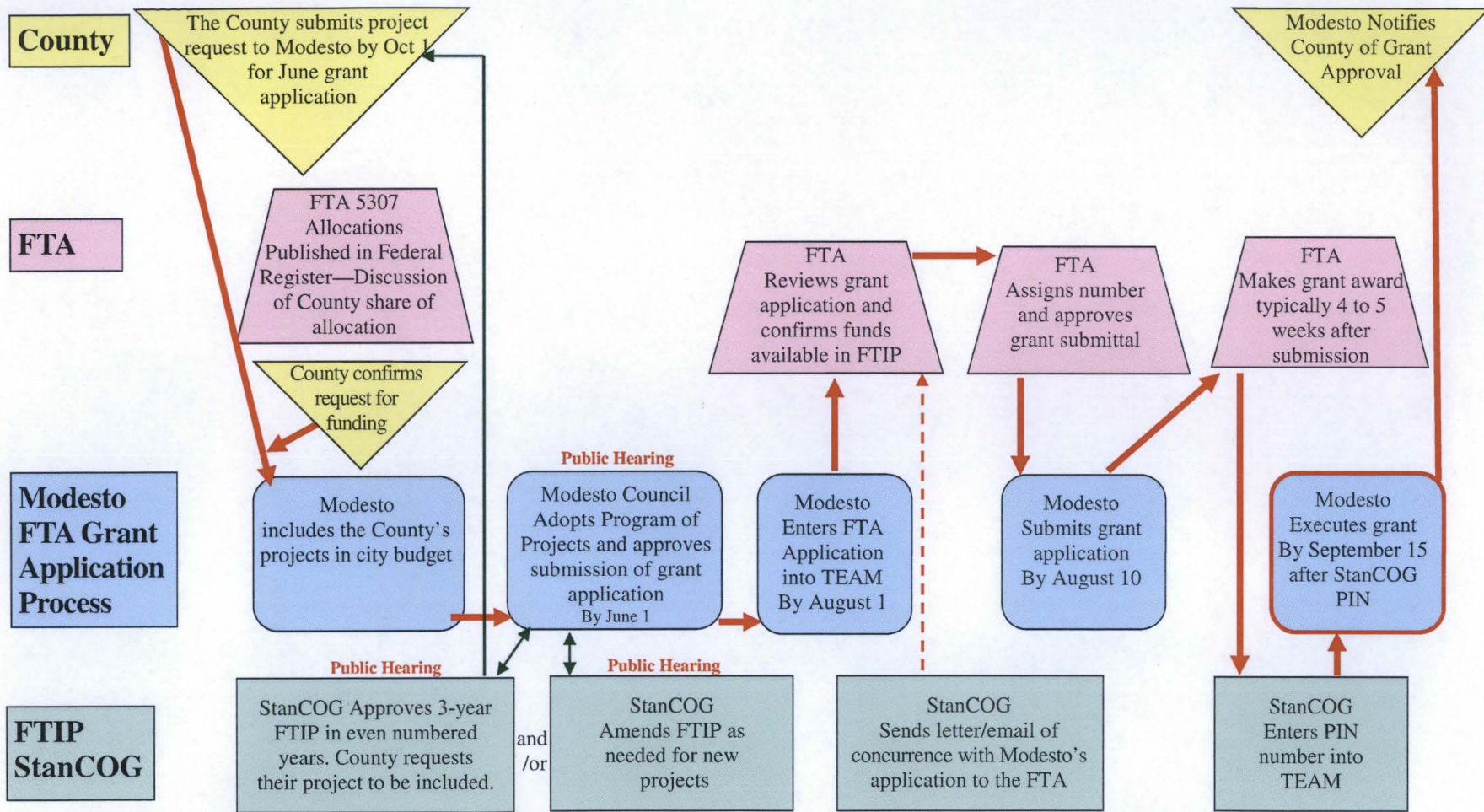


Exhibit C — Quarterly FTA Grant Reporting & Reimbursement Flow Chart

