Memorandum of Understanding
New Freedom Federal Funds (Section 5317)

The undersigned authorized agents of ____________________________ (hereafter referred to as “The Agency”) agree to meet the criteria for participation with the Community Cab Company, Inc. located at 629 York Street, Newport, KY 41071 (a Sub-Recipient of the OKI Regional Council of Governments (OKI), a designated recipient for New Freedom federal funds—5317) in delivering the Community Cab Voucher Program project described herein:

1. The Agency will directly serve the targeted population described in the New Freedom Program Guidance (FTA Circular C 9045.1, May 1, 2007) and aim to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. The circular defines an Individual with a Disability as an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302 (a) (5).

2. The Agency will distribute voucher, script and other related materials for the New Freedom transportation project described above directly to Agency clients. The Agency may not distribute these materials to another agency, group or organization for redistribution.

3. The Agency is responsible for determining client eligibility and keeping sufficient records to track the distribution of New Freedom voucher, script and other related materials for at least three years after an Agency’s program end date. The Agency will allow site visits by the Federal Transit Administration (FTA) to monitor the program or to review books and records, sometimes without prior notification.

4. The Agency must submit a monthly report (Attachment A – OKI JARC/New Freedom Quarterly Progress Reports) to the Sub-Recipient listed above that will provide the requested information. This report will support Federal Transit Administration requirements and advocacy, public policy and development needs. To this end, the Agency agrees that:
   a. OKI may publish their name as a participant in the New Freedom program
   b. OKI may use the Agency’s trademarks on New Freedom material
   c. OKI may use testimonials obtained with the Agency’s assistance from their clientele concerning OKI or Agency’s programs that benefit from the New Freedom program.

5. If an Agency does not distribute the voucher, script and other related materials for the New Freedom project and/or does not submit the required monthly report
(Attachment A – OKI JARC/New Freedom Quarterly Progress Report) for 60 days, the Agency will return to the Sub-Recipient listed above all New Freedom voucher, script and other related materials received for credit not otherwise distributed and reported.

6. The Agency may not sell or exchange New Freedom voucher, script and other related materials for money, property or other services.

7. The Agency will distribute all voucher, script and other related materials for the New Freedom project described above to their recipients, either free of charge or for a charge as determined by the Agency not to exceed 50% of the cost of the voucher.

8. The Agency will not exclude recipients on the grounds of race, religion, national origin, gender, veteran’s status, disability, medical condition, age or sexual orientation.

9. The Agency will not require recipients to be a member of any organization or participate in any religious service as a condition for distribution or receipt of any voucher, script and other related materials for the New Freedom project.

10. The Agency will abide by any additional distribution restrictions for the project described above as may be defined by the New Freedom recipient or Sub-Recipient.

11. The Agency will assign at least one key person to work with the New Freedom Sub-Recipient. This person will be responsible for issues that may arise between the Agency and the New Freedom project as described above.

12. The Agency will have adequate storage space to ensure the integrity and security of New Freedom voucher, script and other related materials until they are distributed.

13. The Agency acknowledges that the OKI Regional Council of Governments (designated recipient of JARC—Section 5316 and New Freedom—Section 5317 federal funds) and the Sub-Recipient listed above and all sponsors expressly disclaim any implied warranties of merchantability or fitness for a particular use.

14. The Agency releases the OKI Regional Council of Governments, the Sub-Recipient listed above, and all sponsors from any liability resulting from the use of all voucher, script and other related materials for the New Freedom project described and further agrees to indemnity and hold the OKI Regional Council of Governments, the Sub-Recipient listed above and all sponsors free and harmless against all and any liability, damages, losses, claims, causes of actions and suits of law or inequity or any obligation whatsoever arising out or attributed to any action of said Agency or any personnel employed by said Agency in connection with the storage, distribution and use of any New Freedom voucher, script and other related materials.

15. The Agency will notify the Sub-Recipient and designated recipient of any changes in tax-exempt status, address, contact information, key personnel or the distribution of any New Freedom voucher, script and other related materials.

16. The Agency will comply with appropriate federal rules and regulations including:


c. OMB Circular, A-133, *Audits of States, Local Governments and Non-Profit Organizations.*

17. The Sub-Recipient will provide reimbursement to the Agency for vouchers used during the month within 30 days of receipt of request from the Agency for requests received by the 25th of the month, or the previous business day if the 25th falls on a weekend or holiday. The sub-recipient will request reimbursement of federal funds from OKI and provide all documentation required for reimbursement supplied by the Agency.

18. The Agency or the Sub-Recipient may terminate this agreement at any time by transmitting a written notice to the other at least thirty (30) days before the date upon which the termination is to become effective. Upon termination of this agreement, any undistributed New Freedom voucher, script and other related materials will be returned to the sub-recipient listed above, along with a final report as to the use of any undistributed New Freedom voucher, script and other related materials not previously reported.

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By: ________________________________  By: ________________________________
(Signature)  (Signature)

Name: ________________________________  Name: ________________________________
(Print)  (Print)

Title: ________________________________  Title: ________________________________
(Print)  (Print)

Date: ________________________________  Date: ________________________________