PROGRAM MANAGEMENT PLAN

SECTION 5310 PROGRAM

Ohio • Kentucky • Indiana
Regional Council of Governments

May 2019
The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Program Management Plan (PMP) describes the policies and procedures for administering the Section 5310 federal program in the Cincinnati urbanized area (UZA). OKI, as the designated recipient, maintains this PMP to facilitate both recipient management and FTA oversight as required by FTA Circular 9070.1G Chapter VII. This PMP for the OKI Section 5310 Program includes program objectives, policies, procedures, and administrative requirements in a form accessible to potential subrecipients, recipient staff, FTA, and the public.

A. Program Goals and Objectives
The goal of the Section 5310 program is to improve mobility for seniors and persons with disabilities. The program requires coordination of federally assisted programs and services for the most efficient use of federal funds. To be eligible to receive funds through the program, projects or activities must be included in the OKI Coordinated Public Transit - Human Services Transportation Plan (Coordinated Plan) which is updated at least once every 4 years. The Coordinated Plan was approved on August 9, 2007 and most recently updated on September 8, 2016. This Coordinated Plan establishes long-term goals for providing transportation services to seniors and persons with disabilities and identifies where gaps in transportation services exist in the OKI region. It also prioritizes which gaps are more important to residents in the region based upon extensive public input and stakeholder engagement. The list of prioritized gaps in transportation services was developed through surveys, meetings and other outreach methods used to gather public input into the development of the Coordinated Plan. The Coordinated Plan places higher emphasis on projects that address these gaps and the prioritization process rewards higher points to applications that address the higher ranked gaps in transportation services. The goals of the Coordinated Plan are consistent with the OKI Metropolitan Transportation Plan (MTP), the long range plan for the OKI region, and are listed in the Overview section of the MTP, found at http://2040.oki.org/overview/

Under 49 U.S.C. Section 5310, the U.S. Department of Transportation Federal Transit Administration (FTA) is authorized to issue capital grants for the purpose of assisting organizations in providing transportation services to meet the special needs of elderly persons and persons with disabilities where existing transportation services are unavailable, insufficient or inappropriate. This includes riders who are either 60 years of age or older or who by reason of illness, injury, age, congenital malfunctions, or other permanent or temporary incapacity or disability, are unable without special facilities, special planning or design to use mass transportation facilities and services as effectively as persons who are not so affected.

Elected officials comprise a large percentage of the OKI Executive Committee and Board of Directors and members are kept apprised of any developments with the Section 5310 program in the Cincinnati urbanized area. This group will ultimately award funding, by resolution, to applications seeking Section 5310 federal funds.
**B. Roles and Responsibilities**

Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Senior and Individuals With Disabilities Program and provides funding to states and designated recipients to improve mobility for seniors and individuals with disabilities. Under FAST Act, the States are responsible for selecting a designated recipient(s) for the Section 5310 program in their UZA. OKI has been named the Designated Recipient for the Section 5310 federal program in the Cincinnati urbanized area by the Governors of Ohio, Kentucky and Indiana. As the Designated Recipient, OKI is responsible for:

a. documenting procedures in a Program Management Plan;
b. planning for future transportation needs and ensuring integration and coordination among diverse transportation modes and providers;
c. developing project selection criteria consistent with the coordinated planning process;
d. notifying eligible local entities of funding availability;
e. soliciting applications from potential subrecipients;
f. determining applicant and project eligibility. This includes verifying the potential subrecipient is not listed on the U.S. General Services Administration’s (GSA) System for Award Management (SAM) as excluded or disqualified by federal government agencies from receiving federal financial assistance;
g. certifying that allocations of funds to subrecipients are made on a fair and equitable basis;
h. ensuring subrecipients have the financial management systems to carry out the 5310 program proposed and receive and disburse federal funds (as applicable);
i. submitting an annual Program of Projects (POP) and grant applications/reports to FTA;
j. ensuring subrecipients continue to comply with federal requirements for their project and through their project period. This includes restrictions on lobbying certification, Title VI adherence, ADA requirements, and maintaining vehicle state of good repair (as applicable);
k. certifying that all projects are included in the OKI Coordinated Public Transit - Human Services Transportation Plan;
l. certifying that to the maximum extent feasible, services funded under Section 5310 are coordinated with transportation services assisted by other Federal departments and agencies;
m. ensuring that at least 55 percent of the apportionment is used for traditional Section 5310 projects carried out by eligible subrecipients; and
n. managing all aspects of grant administration, distribution, and oversight for subrecipients.
C. Coordination

All projects included in the application for Section 5310 funds must be included in the OKI Coordinated Public Transit-Human Services Transportation Plan. Twenty-five of the one hundred possible points in the Section 5310 application are associated with coordination. Applicants must include a list of all agencies they coordinate transportation services with and specifically identify how the coordination results in transportation efficiencies. Documentation from each agency listed, such as a signed letter or agreement, must be attached that confirms any current, ongoing, or proposed coordination efforts.

The OKI 5310 Oversight Team, defined and established by the Coordinated Plan, includes representatives from local transit and private non-profit social service agencies. The Oversight Team assists OKI in reviewing 5310 applications each cycle and provides recommendation for funding awards to the OKI Intermodal Coordinating Committee and the OKI Board/Executive Committee.

With support by the 5310 Oversight Team, OKI periodically convenes the Tristate Transportation Equitable Opportunity Team (TTEOT), a support group of professionals who represent a broad spectrum of transportation providers and planners working to address the transportation needs of the elderly and individuals with disabilities in the OKI tristate region. The TTEOT is open to anyone interested in joining and shares information regarding ongoing projects, including 5310 funded activities, which impact transportation services for seniors and people with disabilities. All OKI Section 5310 subrecipients are invited to participate, share best practices to encourage coordination, and discover potential opportunities for new partnerships with the TTEOT.

D. Eligible Subrecipients

Eligible Subrecipients for Traditional Section 5310 Projects

Private non-profit organizations, which have their Articles of Incorporation on file with the Secretary of State in Ohio, Kentucky or Indiana, are eligible to apply for funding.

A state or local governmental authority that; (1) is approved by a state to coordinate services for seniors and individuals with disabilities, or (2) certifies that there are no non-profit organizations readily available in the area to provide service are eligible to apply for funding.

Eligible Subrecipients for Other (non-traditional) Section 5310 Projects

Eligible subrecipients for other eligible Section 5310 activities include a state or local governmental authority, a private non-profit organization or an operator of public transportation that receives a Section 5310 grant indirectly through a recipient.

Private Taxi Operators as Subrecipients

Private operators of public transportation are eligible subrecipients. Private taxi companies that provide shared-ride taxi service to the public or to special categories of
users (such as seniors or individuals with disabilities) on a regular basis are operators of public transportation and are eligible subrecipients. However, taxi companies that provide only exclusive-ride service are not eligible subrecipients. Local (municipal/state) statutes or regulations, or company policy, will generally determine whether a taxi company provides shared-ride or exclusive-ride service. Exclusive-ride taxi companies may participate in the Section 5310 program as contractors and they may receive Section 5310 funds to purchase accessible taxis under contract with a state, designated recipient or eligible subrecipient such as a local government or non-profit agency.

Eligible Activities

Traditional
FTA requires at least 55 percent of a recipient’s (OKI) Section 5310 funds are to be used for capital projects that are “traditional” Section 5310 projects. The 55 percent requirement is the minimum, however capital projects can utilize more of the apportionment if needed. Capital projects are public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. Fundable capital expenses that are considered traditional projects include, but are not limited to: New or replacement buses and vans; vehicle rehabilitation (e.g. radios, wheelchair lifts, ramps); passenger facilities (benches, shelters, and amenities); Intelligent transportation systems (ITS); dispatch and fare collection systems; lease of equipment when it is more cost effective; transportation services under contract or lease; capital and operating expenses associated with contracted services; coordination programs among public transportation providers and other human services agencies. Mobility Management is an eligible capital cost.

Non-Traditional
The Section 5310 program has expanded the list of eligible activities to include “non-traditional” public transportation projects that:

a. improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
b. exceed the requirement of the ADA.
c. provide alternatives to public transportation that assist seniors and the disabled.

These non-traditional projects are not permitted to utilize more than 45 percent of the OKI apportionment. These projects must be targeted toward meeting the transportation needs of seniors and individuals with disabilities, although the services may also be used by the general public. It is not sufficient that seniors and individuals with disabilities are included (or assumed to be included) among the people who will benefit from the project. FTA encourages projects that are open to the public as a means of avoiding unnecessary segregation of services. The following activities are examples of eligible projects that go beyond the minimum requirements of ADA:
Expansion of service hours for ADA paratransit beyond hours of fixed-route services; incremental cost of providing same day service; incremental cost of making door-to-door service available to all ADA paratransit riders; enhancing service by providing escorts or assisting riders through the door of their destination; purchase of equipment designed for mobility aids that exceed the dimensions/weight ratings under the ADA and labor costs of aides to help drivers with over-sized wheelchairs and installation of additional securement locations in public buses beyond ADA requirement.

Public transportation alternative activities may include: purchasing vehicles to support new accessible taxis, ride sharing, and/or vanpooling programs; supporting the administration and expense related to new voucher programs for existing transportation services offered by human service providers (mileage reimbursement as part of a volunteer driver program, taxi trip, or trips provided by human service agency). Vouchers are an operational expense that requires a 50/50 match.

E. Local Share and Local Funding Requirements
The 5310 grant program requires a local match to ensure projects are 100% funded. The FTA’s contribution varies according to project type (please see below). Non-DOT funds and local and private funds can be used as the local match. Matching share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Services or Medicaid. All sources of local match must be identified and described in the grant application. Applicants must provide local match amount and certify the funding source. Once awards are determined, OKI requires a budget form to be included in subrecipient agreements with all 5310 project awards.

Local Match requirements by project type:
- Capital Projects – 80% Fed/20% Local Match
- Operating – 50% Fed/50% Local Match
- ADA or CAA compliant vehicles – 85% Fed/15% Local Match
- ADA or CAA vehicle-related equipment (on and attached to the vehicle) – 90% Fed/10% Local Match

F. Project Selection Criteria and Method of Distributing Funds
OKI uses a competitive selection process to determine awards and funding distribution. All projects must be included in the OKI Coordinated Public Transit-Human Services Transportation Plan. This plan was approved on August 9, 2007 and last updated on September 8, 2016. Applications for eligible 5310 projects and activities are scored on the competitive selection criteria listed below. Applications are submitted on the OKI website using an online application form. The content of this form is Appendix 1.
Applications are scored with a total of 100 points distributed among six criteria, as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filling Gaps in service to target populations</td>
<td>0-15</td>
</tr>
<tr>
<td>Undertaking Coordinated Plan strategies</td>
<td>0-15</td>
</tr>
<tr>
<td>How well your project serves the target populations</td>
<td>0-15</td>
</tr>
<tr>
<td>Coordinated efforts to eliminate/reduce duplication in services</td>
<td>0-25</td>
</tr>
<tr>
<td>Project sustainability and steps taken to ensure</td>
<td>0-15</td>
</tr>
<tr>
<td>Quantification of anticipated benefits</td>
<td>0-15</td>
</tr>
</tbody>
</table>

OKI assures equity of distribution of 5310 funding benefits, as required by Title VI of the Civil Rights Act of 1964, in multiple ways. Public participation is the single most important element of the transportation planning process. OKI’s Unified Planning Work Program (UPWP) includes a discreet work element directing the development and maintenance of the Public Participation Plan. The Plan describes processes in place to successfully engage the citizens, communities and business interests of OKI’s eight county region. This Plan was followed when the current Coordinated Plan was prepared and each time it has been updated. Additionally, OKI prepared and included data depicting our identified Environmental Justice communities to inform the Coordinated Plan strategies and service gaps.

OKI ensures inclusion in development of the Coordinated Plan by following the aforementioned Public Participation Plan. The Coordinated Plan was developed and approved in cooperation with multiple stakeholders and establishes long-term goals for providing transportation services to seniors and persons with disabilities and identifies where gaps in transportation services exist in the OKI region. It also prioritizes which gaps are more important to residents in the region based upon extensive public input and stakeholder engagement. The list of prioritized gaps in transportation services was developed through surveys targeted to seniors and people with disabilities by distributing them through agencies serving these populations; meetings with specialized transportation agency representative and their clients; and, along with other outreach methods used to gather public input including social media posts.

G. Annual Program of Projects Development and Approval Process
The OKI competitive selection process begins with an applicant workshop facilitated by OKI staff. The workshop is open to any agency interested in submitting an application to attend to learn about the application process, eligible activities and eligibility requirements. OKI sends workshop invitations by email to all agencies currently
included within the Coordinated Plan and agencies included in the OKI Tier II Group Transit Asset Management Plan. OKI also distributes program announcements to all currently active Section 5310 agencies in the OKI region, agencies that have previously applied for Section 5310 funding and were denied in the previous year’s program and agencies that have requested information throughout the year. In addition, OKI posts announcement of the workshop on the OKI website www.oki.org and typically announces the date and time at preceding OKI events including the OKI Board/Executive Committee and Intermodal Coordinating Committee meetings.

An application deadline is announced prior to and during the applicant workshop. Agencies that are interested in applying for Section 5310 funds must complete an online OKI application. The online application is posted on the OKI website. Hard copies of the application may also be requested from OKI staff.

Following the application submittal deadline, OKI staff reviews and scores each application to ensure eligibility of applicant as well as proposed activity. The OKI 5310 Oversight Team assists OKI staff in reviewing applications, determining scores based upon the established criteria, and ensuring the appropriate level of traditional projects are included in a final award recommendation. The recommended awards are then forwarded to the OKI Intermodal Coordinating Committee (ICC), which acts as the technical advisory committee to the OKI Executive Committee/Board of Directors. The recommendations of the ICC are presented to the OKI Executive Committee/Board of Directors, which has the final determination of which projects to fund and approves the awards by resolution. OKI staff notifies all applicants whether their application was awarded or not awarded.

**H. State Administration, Planning and Technical Assistance**

OKI uses 10 percent of the annual Section 5310 allocation for administration, planning and technical assistance of the program.

These funds are used by OKI for various purposes including: 1) notifying the public of the solicitation period for the Section 5310 program, 2) holding a public workshop with instructions on how to fill out the Section 5310 application including review of the timeline and deadline for submitting completed applications, 3) providing technical assistance to any applicant or potential applicant as they consider or prepare a proposal, 4) reviewing the completed applications by OKI Staff and the Oversight Team and presenting the recommended projects to the Intermodal Coordinating Committee (ICC), the technical advisory committee, and to the OKI Board of Directors/Executive Committee for approval, 5) preparing the annual Program of Projects (POP) and other documentation necessary to submit each grant and project in the FTA TrAMS system and update annual progress on milestones, and 6) ongoing oversight of subrecipients during awarded project activities to track progress of project delivery and monitor subrecipient agencies compliance with federal requirements.
Funds are used to cover OKI staff time, legal counsel services, and contracted consultant time, as needed, to perform the program administration activities.

**I. Transfer of Fund**
This PMP section does not apply to OKI. OKI is a Designated Recipient, not a state. The OKI 5310 program is not a statewide program.

**J. Private Sector Participation**
OKI encourages private sector public transportation provider participation by collecting and maintaining contact information and communicating with providers on an ongoing basis.

With support by the 5310 Oversight Team, OKI periodically convenes the Tri-State Transportation Equitable Opportunity Team (TTEOT), a group of professionals who represent a broad spectrum of transportation providers, including private providers. Meeting agendas focus on best practices to address the transportation needs of the elderly and individuals with disabilities in the OKI tristate region and encourages discussion of barriers that prevent transportation access. The TTEOT is open to anyone interested in joining and shares information regarding ongoing projects, including 5310 funded activities, which impact transportation services for seniors and people with disabilities. All OKI Section 5310 subrecipients are invited to participate, share best practices to encourage coordination, and discover potential opportunities for new partnerships with the TTEOT.

Each annual funding award cycle, OKI sends announcements and notices of 5310 funding awards to the current contact list to ensure the maximum participation by private providers of public transportation. Staff maintains an e-mail list of agency addresses in the region and notifies them when the application process begins. This list includes agencies within the Coordinated Plan, the OKI TAM Plan, and anyone expressing interest in the 5310 program over the year.

**K. Civil Rights**

**Title VI**
As part of the Section 5310 application, each applicant is required to provide information relating to the clientele to be served by the project, including the number of minority individuals broken down by American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, and Native Hawaiian and other Pacific Islander population groups.

Additionally, each applicant is required to certify compliance with a number of assurances including:
- Nondiscrimination in Federal Transit Programs
- Nondiscrimination on the Basis of Disability
• Nondiscrimination – Title VI;
• Equal Employment Opportunity;
• Nondiscrimination on the Basis of Sex
• Nondiscrimination on the Basis of Age
• Disadvantaged Business Enterprise (DBE);
• Compliance with Title VI of the Civil Rights Act of 1964, as amended; and
• Limited English Proficiency Requirement.

OKI’s Title VI Program is included in the agency’s annual Unified Planning Work Program (UPWP) and was reviewed by the Ohio Department of Transportation. ODOT is the agency cognizant for overseeing OKI for the states of Ohio, Kentucky and Indiana. The report indicates how ODOT has reviewed OKI’s Title VI program in regards to MPO handling agency compliance; consultant contracts; and, the urban transportation planning process. OKI is not required to file an Equal Employment Opportunity (EEO) report since the agency has less than 50 transit related employees (either directly or through contractor).

OKI monitors subrecipient agencies on an annual basis to ensure Title VI requirements continue to be met by each subrecipient agency. Subrecipient agency Title VI plans are required to be submitted to OKI during the application process. OKI requires subrecipients respond to a monitoring questionnaire distributed to all active subrecipients annually through the duration of a 5310 project or program’s activity or useful life benefit in the case of vehicles.

OKI has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. OKI has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, OKI has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of OKI to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. This Program is available for download and review at [www.oki.org](http://www.oki.org)

**L. Section 504 and ADA Reporting**
All Section 5310 subrecipients are required to comply with CFR Parts 27, 37 and 38, which implements the Americans with Disabilities Act and amends the 504 rule, as it applies to the provision and scheduling of service.

Since most Section 5310 subrecipients provide demand responsive transportation service, they must comply with the seven eligibility criteria set forth in the ADA and must have achieved system accessibility for ADA eligible clients or will have achieved accessibility with their proposed project. In addition, subrecipients are required to execute the FTA “Assurance of Nondiscrimination on the Basis of Disability”.

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Section 5310 subrecipients approved for vehicle funding are required to report their ridership data for the vehicles that are awarded until the vehicles are approved for disposition. Data collected includes the number and types of passengers served, i.e. elderly, disabled, ambulatory, etc. This information is shown in PMP Section M, Program Measures below.

Section 5310 subrecipients are also required to report the gaps in service that have been filled through the program. This information will be provided in reports submitted to OKI annually and is shown in PMP Section M, Program Measures below.

OKI monitors subrecipient agencies on an annual basis to ensure ADA requirements continue to be met by each subrecipient agency. OKI requires responses to ADA questionnaire distributed to all active subrecipients annually (simultaneous with the aforementioned Title VI questionnaire).

**M. Program Measures**

Reports are required annually in the federal reporting system. Each grantee receiving vehicles is required to submit these reports to OKI. Annual reports are required until OKI grants disposition of the vehicle.

Reports are required for each vehicle awarded by OKI and include the following:

- Gaps in service filled: Total number of seniors and individuals with disabilities afforded mobility (total number of individuals served).
- Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities.

The information in the database will be converted to annual figures and compared the actual figures to the estimates listed in the program applications. The comparison is performed to monitor and assess an agency’s compliance with reporting requirements and program goals and purpose. Maintenance information is tracked to ensure grantees are maintaining the vehicles as required and to provide additional documentation for repair disputes and warranty claims. Any repair disputes or warranty claims will be handled directly between the subrecipient and the vehicle vendor. Information will be maintained for monitoring and for future application assessments.

Progress reports are required every 6 months of non-vehicle projects and programs. Subrecipients submit narrative to OKI describing their project/program progress. OKI monitors progress and includes narrative in annual FTA progress reports submitted in TrAMS for each activity.
N. Program Management

Subrecipient Agreement

OKI will develop and execute subrecipient agreements with all subrecipients awarded funding under the Section 5310 Program with the exception of public transit authority designated recipients of 5310 funding. The subrecipient agreements for capital projects will detail the scope of work of the project. Agreements for operating assistance will outline the type of service provided by the subrecipient, the time period covered by the agreement and the service area. All subrecipient agreements will include the funding amounts awarded. Any expenses incurred in excess of the budgeted amounts are the sole responsibility of the subrecipient. Refer to OKI Subrecipient Agreement template Appendix 2.

Procurement

OKI will procure vehicles awarded through the Section 5310 program by the OKI Board of Directors/Executive Committee. OKI will procure the vehicles off the Ohio State Term Contract, which meets all FTA requirements.

ODOT’s Office of Equipment Management (OEM), in cooperation with the Office of Transit, prepares the vehicle and equipment specifications and the bid packages, and reviews all bids received to ensure the specifications have been met. The Office of Transit conducts the pre-award reviews in accordance with the Buy America regulations. ODOT’s Purchasing Services Section within the Office of Contracts advertises and distributes the bid packages, conducts the bid opening and award to the vendor. The Office of Transit handles all purchase orders and vendor payments. Vendors are responsible for having title work prepared.

When necessary, in-plant inspections during the manufacturing process are conducted by OEM and the Office of Transit to ensure compliance with the specifications and FTA requirements. In addition, a pre-delivery inspection is performed by ODOT prior to the vehicles being delivered to the final agency. The post-delivery certifications are completed after the dealership inspections. OKI will keep copies of all necessary ODOT procurement documents.

The vehicles and equipment are delivered directly to the Section 5310 subrecipient agency, which is responsible for road testing and providing OKI with a signed delivery receipt. Payment for the equipment will be initiated by OKI after receiving the signed delivery receipt, the original title with an OKI lien posted and an invoice from the vendor.

Financial Management and Accounting Systems

All Section 5310 applicants are required to submit a description of their agency including their governing structure and organizational structure along with an organizational chart if available. Additionally, applicants must include the most recent full agency audit with
5310 Application (online form)

Fields marked with an * are required

Project Information

Project Name *

Legal Name of Agency *

Doing Business As (if applicable):

Full Address

Phone

Agency Email *

Contact Email *

Federal Tax ID:

DUNS#

OH Charter #

There IS a public transit system in my area


Attachment A

Verification of Unavailable, Insufficient or Inappropriate Transit
(only for applications requesting vehicles)

If you indicated above there is a public transit system in your area, you must include a letter from the transit system either explaining how your two agencies will work together or verifying the transit system’s inability to meet your clients’ needs. Please label this letter "Attachment A". If you indicated that there is not a public transit system in your area, you do not need to provide an Attachment A.

There is NOT a public transit system in my area.

Service Area (primary area project will serve):
[Blank]

Service Area of Population:
[Blank]

Destinations of trips outside of primary service area:
[Blank]

What type of eligible applicant is the organization?:

- Private non-profit agency
- State or local governmental authority
- Operator of public transportation services (including private operators or public transportation services)

Description of Proposed Project:

[Blank]

Use the space provided to give a brief description of your project, making sure to address the below points. Please limit this narrative to the space provided below. Be concise, we are only looking for a short summary.

- Current Funding
- Project Goals. Goals should be SMART. Specific, Measureable, Attainable, Relevant and Time-Bound
- Use of requested vehicles/equipment
Project Management

Use the space provided to give a brief description of your structure, making sure to address the below points. Please limit this narrative to the space provided below. Be concise, we are only looking for a short summary.

- Governing Structure
- Organizational Structure

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**Attachment B**

**Table of Organization**

*If your agency has a table of organization/organizational chart, please provide it, labeling it "Attachment B".*

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**Attachment C**

**Audit**

*Provide a copy of your most recent audit, labeling it "Attachment C".*

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**Cost Estimates**

The federal share of eligible capital and planning costs may not exceed 80% of the net cost of the activity. The federal share of the eligible operating costs may not exceed 50% of the net operating costs of the activity.

View the detailed list of eligible activities.

Download Accessible Van Cost Estimate Form

Download Light Transit Vehicle Cost Estimate Form

Download Modified Minivan Cost Estimate Form
Vehicle Usage Calculator

Fill out the table below. You may only apply for up to five vehicles. Please see Appendix 1 for further information on calculating this information.

Attachment D

Source of match for 5310 Program federal funds

Eligible capital and planning projects require a 20 percent match of net project costs. Eligible operating projects require a 50 percent match of net operating costs. Exceptions. The federal share may exceed 80 percent for certain projects related to ADA and Clean Air Act (CAA) compliance as follows:

1. Vehicles. The federal share is 85 percent for the acquisition of vehicles for purposes of complying with or maintaining compliance with ADA (42 U.S.C. 12101 et seq.) or the CAA. A revenue vehicle that complies with 49 CFR part 38 may be funded at 85 percent federal share.
2. Vehicle-Related Equipment and Facilities. The federal share for project costs for acquiring vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying or maintaining compliance with the CAA (42 U.S.C. 7401 et seq.), or required by the ADA, is 90 percent. FTA considers vehicle-related equipment to be equipment on and attached to the vehicle.

Source of match for 5310 Program federal funds:

Please note all matching funds must be provided from sources other than Federal Department of Transportation (DOT) funds. Upload below documentation such as a resolution, ordinance or management letter with identified available and accessible local share.

Is your agency identified in the Coordinated Public Transit-Human Services Transportation Plan for the OKI region?

☐ Yes
☐ No

This project, derived from Transportation Gaps and Needs identified in Chapter 3 of the plan addresses one or more of the identified gaps between current services and needs.

☐ Yes
☐ No

This project fulfills one or more of the plan’s Strategies to Improve Transportation identified in Chapter 4 of the plan.

☐ Yes
☐ No
APPENDIX 1 – Subrecipient Application Form
OKI Program Management Plan – Section 5310 Program

What gaps in service will your project help to fill? (See Chapter 3 of Coordinated Plan) (0-15 points)

What strategies does your project undertake to address the identified gaps in service (See Chapter 4 of the Coordinated Plan) (0-15 points)

Does your project provide service to the targeted populations? (see Figures 3-2 and 3-3 in Coordinated Plan) (0-15 points)

What Coordination efforts has the applicant undertaken to help eliminate or reduce duplication in services? Indicate agencies you contacted and the results of your efforts. Attach documentation – see Attachments I and J (0-25 points)

Coordinating Agencies

Provide a list of all agencies you currently coordinate with. For each agency, please tell us how you coordinate with them, specifically noting how this coordination results in transportation efficiencies. Please limit this information to the space provided below.

Attachment D

Letters From Coordinating Agencies

A letter must be provided from each agency listed confirming any current and ongoing coordination efforts. Letters must be submitted together, as one attachment, labeled “Attachment E”.

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Attachment G

Current Vehicle Inventory
(only for applications requesting vehicles and/or preventative maintenance)
Download the TAM inventory and make sure your current vehicles are listed.

Are all of your Vehicles Listed in the TAM Inventory?

☐ Yes
☐ No

If any of your vehicles are not listed in the TAM inventory, download this spreadsheet, add your vehicles and upload completed sheet below.
Upload TAM Spreadsheet (if necessary)

Attachment H

Preventive Maintenance Request—if applying
Download and complete the Preventive Maintenance Spreadsheet and upload below.

Request for preventive maintenance limited to Section 5310 vehicles and must have been acquired with 5310 funds.

Upload Preventative Maintenance Spreadsheet (if necessary)

Attachment I

Public Participation and Private Sector Involvement Documentation
(only for applications requesting vehicles)

All of the documentation listed below must be attached to the application and be clearly labeled “Attachment I”. View a Sample Public Notice | View the Response to Public Notice Instructions

• Affidavit of publication and original public notice
• Dated copy of letter mailed to area agencies (501(c)(3))
• Correspondence resulting from notice (if none, please indicate)

Upload Public Participation and Private Sector Involvement Documentation
Title VI Data Collection Form

Purpose: The FTA requires OKI and transit systems to provide certain types of demographic information in order to determine the number of minority persons served in its transit service area. OKI has determined it is necessary to collect this data in the form of transit clients served.

Please complete the form using the number of transportation clients served. An individual client may be reported as both a low-income and minority client. Only report the transit system’s clients served. DO NOT report US Census percentages or passenger trips. Use your client database to determine the number of low income and/or minority clients. Use agency contract data if available. If you don’t have that information, provide your best estimate and footnote how you arrived at that estimate at the bottom of the page. Please use 2018 data.

For more information concerning Title VI requirements go to Title VI Circular 4702.1B, “Title VI Requirements and Guidelines for FTA Recipients”: http://www.fta.dot.gov/civilrights/12328.html

Transportation Clients Served

Category

Low-Income means a person whose median household income is at or below the Department of Health and Human Services’ poverty guidelines.

Minority Persons include the following:

American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.
APPENDIX 1 – Subrecipient Application Form
OKI Program Management Plan – Section 5310 Program

Black or African American Populations, which refers to people having origins in any of the Black racial groups of Africa.

Hispanic or Latino Populations, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian and Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

General Reporting

Please provide responses to each of the questions listed below. If you have supporting documentation, please simply state see documentation.

Describe the procedure for investigating and tracking Title VI complaints filed against the agency. Is this procedure available to members of the public on request?

Describe the mechanism for disseminating this information to the public. Provide a summary of public outreach and involvement activities undertaken and a description of the steps taken to ensure minority, low-income and Limited English Proficiency populations have meaningful access to these activities.

 Provide a list of all active lawsuits or complaints against your organization alleging discrimination based on race, color, or national origin with respect to service or other transit benefits. Each lawsuit or complaint must include the date of the investigation, lawsuit or complaint was filed, a summary of the allegations, the status of the investigation, lawsuit or complaint and actions taken in response to the investigation, lawsuit or complaint and actions taken in response to the investigation, lawsuit or complaint.
APPENDIX 1 – Subrecipient Application Form
OKI Program Management Plan – Section 5310 Program

Do you have a mechanism in place to ensure meaningful access to the benefits, services, information and other important portions of your programs and activities for individuals who are Limited English Proficient?

Summarize all civil rights compliance reviews conducted by other local, state or federal agencies during the past three years. (This question is for the applicant, which includes the entire agency, or if a government entity, the county or city.)

Civil Rights

Download the Civil Rights attachment below. Authorize and sign the document and upload completed version.

Download Civil Rights Attachment

If you have not already, download the Application Certification document. This document must be authorized and uploaded below.

SUBMIT
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

CONTRACT FOR SERVICES

THIS CONTRACT is executed by and between the Ohio-Kentucky-Indiana Regional Council of Governments (hereinafter called the Council) and INSERT CONTRACTORS NAME (hereinafter called the Contractor) this INSERT DAY day of INSERT MONTH, 20XX.

RECITALS

The Council is funded by the United States Department of Transportation, Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Ohio Department of Transportation (ODOT), the Kentucky Transportation Cabinet (KYTC), and the Indiana Department of Transportation (INDOT) to act as the Metropolitan Planning Organization (MPO) and performs regionwide transportation planning services for the eight county Cincinnati Region. The Council desires to engage the Sub-recipient and the Sub-recipient desires to be engaged by the Council to provide access to transportation services, as identified in Appendix A – Scope of Work.

GENERAL AGREEMENT PROVISIONS

Item 1. Services. The Sub-recipient shall perform services as outlined in Appendix A - Scope of Work (hereinafter called "Program") attached to this Contract.

Item 2. Term. The services of the Sub-recipient shall commence as outlined in Appendix B - Payment, Time Schedule & Administrative Provisions and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement, but in any event all of the services hereunder shall be completed as defined in Appendix B - Payment, Time Schedule & Administrative Provisions.

Item 3. Compensation. The total amount of compensation to be paid by the Council to the Sub-recipient for the services outlined in Appendix A – Scope of Work shall be reimbursed in accordance with the terms and conditions set forth in Appendix B - Payment, Time Schedule & Administrative Provisions attached to this contract.

Item 4. Other Terms and Conditions. The terms and conditions set forth in Appendix C - Standard Terms and Condition and Appendix E - Federal Fiscal Year 2017 Certifications and Assurances for Federal Transit Administration Assistance Programs attached to this Contract are hereby made part of this Contract and have the full force and effect as if they were set forth herein.

Item 5. Certification of Restrictions on Lobbying. The Sub-recipient is required to sign the Certification of Restrictions on Lobbying and file with the Council, if necessary, a Standard Form - LLL. Such certification is found in Appendix D – Certification of Restrictions on Lobbying, which is hereby made part of this Contract.

Item 6. Entire Contract. This Contract, with its Appendices A, Scope of Work and Budget consisting of INSERT # OF PAGES pages; Appendix B – Payment, Time Schedule & Administrative Provisions, which defines the compensation, timetable of work to be performed, contract budget, and
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

administrative items pertaining to the contract, consisting of 2 pages; Appendix C - Standard Terms and Conditions of the contract consisting of 12 pages; and Appendix D - Certification of Restrictions on Lobbying, which is the Contractor certification of anti-lobbying activities consisting of 2 pages, and Appendix E, FTA Fiscal Year 2018 Certifications and Assurances consisting of 30 pages, contain all the terms agreed upon between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, either written or oral.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by its duly authorized officers, all as of this INSERT DAY day of INSERT MONTH 20XX.

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

MARK R. POLICINSKI
EXECUTIVE DIRECTOR

WITNESS:

____________________________________

INSERT CONTRACTORS NAME

____________________________________

INSERT SIGNOR’S NAME
INSERT TITLE

WITNESS:

____________________________________
APPENDIX A
SCOPE OF WORK
AND
BUDGET

INSERT DETAILED SCOPE OF WORK

INSERT BUDGET – Complete attached Excel Spreadsheet
APPENDIX B
PAYMENT, TIME SCHEDULE & ADMINISTRATIVE PROVISIONS

Item 1. Time Schedule. The services of the Sub-recipient shall be effective ENTER DATE. The services of the Sub-recipient shall be completed on or before ENTER DATE.

Item 2. The Contract Sum. The Council shall compensate the Sub-recipient for Project Cost in performing the Contract in accordance with the Appendix A Work Program Budget and Basic Services, provided further; that the aggregate amount paid under this contract shall not exceed ENTER $ AMOUNT.

Item 3. Method of Payment. During the term of this Contract, the Sub-recipient shall submit periodic invoices which conform to the standards established by the Council, not more frequently than monthly, for incremental progress payments covering costs incurred in carrying out this Contract. Unless a smaller amount is requested and subject to the limits otherwise specified herein, the Council shall, subject to the provisions of this Contract, pay the Sub-recipient the total cost incurred by the Sub-recipient pursuant to this Contract as properly certified to the Council for which the Sub-recipient has not previously been reimbursed.

Item 4. Administrative Responsibilities of Council and Sub-recipient. At the conclusion of work, the Sub-recipient shall submit a final invoice for the total of the incurred costs as specified in this Contract less any amounts that have previously been submitted for incremental payment. The amount payable to the Sub-recipient based upon such invoice shall not exceed the amount set forth in Paragraph 2 above. The Council shall, within ninety (90) days of its receipt of the final invoice, notify the Sub-recipient of any deficiencies, or if the Sub-recipient corrects all deficiencies noted by the Council within a reasonable time, the Council shall, subject to the provisions of this Contract, pay such final invoice less the sum of amounts previously paid by the Council to the Sub-recipient.

All costs associated with this project (the “Program”) must be reasonable, incurred pursuant to work performed on this Contract, and recorded in a manner consistent with the requirements of this Contract, 2CFR200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and with sound and generally accepted accounting principles (GAAP). Travel expenditures must be presented and invoiced in accordance with Federal Travel Regulations (FTR) promulgated by the U.S. General Services Administration (GSA). In the event that amounts paid as reimbursement for expenses are disallowed by the FHWA, FTA, ODOT, KYTC, INDOT or related agencies (herein referred to in the Appendices of this Contract as DOT), the Council shall have the right to deduct such disallowed amounts from future payments to the Sub-recipient, or in the event no such future payments are owed, the Sub-recipient shall promptly refund to the Council the amount of such disallowed expenses.

Incremental payment request changes other than those specified in this Contract may be requested in writing by the Sub-recipient from the Council Executive Director, who will approve or decline such requests in writing.
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

(a) **Invoice Processing.** The Council shall process the Sub-recipient’s invoices within thirty (30) days following receipt, and shall be obligated to pay to the Sub-recipient such amounts as may be approved by the Council and DOT. In the event that an invoice submitted by the Sub-recipient is not acceptable, the Council shall promptly provide the Sub-recipient with a clear statement regarding its proposed ineligibility, or the deficiencies to be eliminated prior to acceptance and processing.

b) **Eligible Expenditures.** No expenditures or charges shall be included in the cost of the Program and no part of the money paid to the Sub-recipient shall be used by the Sub-recipient for expenditures or charges that are (1) contrary to the provisions of the Contract; (2) not directly for the carrying out of the Program; (3) incurred without the consent of the Council after written notice of the suspension or termination of any or all of the Council’s obligation under this Contract.

c) **Approved Budget.** The Sub-recipient shall carry out the Program and shall incur obligations in connection with the Program only in conformity with the latest approved Budget as defined in Appendix A - Budget and the amount set forth in Item 2 of this Appendix B. The budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the Executive Director of the Council approves same in writing.

Item 5. **Disadvantaged Business Participation.** The Council encourages the use of Disadvantaged Business Enterprises, complying with CFR 49, Part 26. In the current year, the Council’s goal is 2.5%.
APPENDIX C
STANDARD TERMS AND CONDITIONS

Item 1. Definitions. For purposes of this Contract, the following terms shall be defined as set forth in this section:

(a) "DOT" or "the Secretary" means the Comptroller General of the United States, the United States Department of Transportation or as the context may require, the Secretary of Transportation, or other persons duly authorized to perform the functions to be performed under this Contract including (where applicable) the Federal Transit Administration, the Federal Highway Administration (FHWA), the Ohio Department of Transportation (ODOT), and the Kentucky Transportation Cabinet (KYTC).

(b) "Approved work program" or "work program" means the approved work program, or any revisions to the work program, approved by the Executive Director of the Council and any designated official of DOT.

(c) "Approved activities" means those activities described in the approved work program.

(d) "Program funds" consist of all amounts, including the value of services and contributions other than cash (if specifically stated in proposal and cost analysis), received by the Sub-recipient for the approved activities.

(e) "Council" means the Ohio-Kentucky-Indiana Regional Council of Governments and its authorized representatives.

(f) "Costs" include direct labor costs, salary related expenses, general and administrative overhead, other direct costs, Sub-recipient/Sub-recipient costs, and fixed fee or profit of the Sub-recipient.

Item 2. Use of Program Funds. Program funds shall be applied against only those expenditures incurred specifically for approved activities and in conformity with the terms and conditions of this Contract and with the budget approved by a duly authorized official of both the Council and DOT. The Sub-recipient shall comply with the cost allocability provisions contained in 48 C.F.R. Part 31.2.

Item 3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the States of Ohio and Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Ohio Court of Claims, Franklin County or state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

Item 4. Ability to Meet Obligations. Sub-recipient affirmatively states that there are no actions, suits or proceedings of any kind pending against Sub-recipient or, to the knowledge of the Sub-recipient, threatened against Sub-recipient before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Sub-recipient to perform its obligations under this Contract or which question the legality, validity or enforceability hereof or thereof.
Item 5. **Data to be Furnished to Sub-recipient.** If the services to be performed are dependent upon the Council’s furnishing data and information to the Sub-recipient, all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Sub-recipient without charge by the Council, and the Council shall cooperate with the Sub-recipient in every way possible in the carrying out of the planning work.

Item 6. **Council’s Obligation.** Subject to the other conditions of this Contract, the Council will honor requisitions for costs incurred and budgeted (see Appendix A) in amounts deemed by it and by DOT to be proper to ensure the carrying out of the approved work program and payment of eligible costs. In addition to the Council’s right to withhold payment of those items which it or DOT does not deem either proper or consistent with the conditions of this Contract, the Council may elect by notice in writing not to make a payment of grant funds for any of the reasons listed in Section 10 of this document relative to termination or suspension.

Item 7. **Establishment and Maintenance of Accounts.** The Sub-recipient shall establish for the approved activities, in conformity with such requirements as may be established by the Council or by DOT to facilitate project administration, separate accounts to be maintained within its existing accounting system or set up independently at the convenience of the Sub-recipient. Such accounts are referred to in these conditions collectively as the "program account". The Sub-recipient shall appropriately record in the program account all program funds as that term is defined in Section 1 of these cash conditions.

Item 8. **Documentation of Activity Costs.** All costs charged to the program account shall be supported by properly executed payrolls, time records, invoices, contracts, and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of activity costs in accordance with the line items shown on the latest approved budget. Such records, together with supporting documents, shall be kept separately from other documents and records and shall be maintained for a period of three years after receipt of the final reimbursement to the Council of Sub-recipient funds, by DOT.

Item 9. **Audits and Inspections.** The Sub-recipient will, as often as deemed necessary by DOT, the Comptroller General of the United States, the Council, or any of their duly authorized representatives, allow such entities to have full access to and the right to examine any directly pertinent books, documents, papers, and records of the Sub-recipient involving transactions related to this Contract for three years from the receipt of final payment under this Contract. The Sub-recipient shall include in all its Sub-sub-recipient’s contracts, a provision that DOT, the Comptroller General or the Council, or any of their duly authorized representatives, will have full access to and the right to examine any directly pertinent books, documents, papers, and records of any Sub-sub-recipient involving transactions related to the Contract for three years from the final payment under this Contract. The term "Contract" as used in this clause excludes purchase orders not exceeding $5,000 for materials or services directly utilized.

Item 10. **Personnel.**
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

(a) The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the Council.

(b) All of the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this Contract shall be subcontracted to any other Sub-recipients without the prior written approval of the Council.

Item 11. Reports and Information. The Sub-recipient shall, at such times and in such manner as the Council may require, furnish the Council with periodic reports and statements pertaining to the approved activities and work program and other related matters covered hereunder. (a) Modification. In the event that subsequent to the execution of this Contract, the Council determines that services in addition to those set forth in Appendix A are necessary, the Council may, at its discretion, request those services from the Sub-recipient. Any such request shall be made by the Executive Director of the Council in writing. The Sub-recipient may then, if it chooses, offer in writing to perform the requested services. The Sub-recipient’s written offer shall clearly state the additional cost(s) of providing the additional services. If the Council decides to accept the Sub-recipient’s written offer, it shall so notify the Sub-recipient by its written acceptance and the terms of this Contract shall thereby be modified. Any payments made by the Council as the result of a modification to this Contract in the manner set forth in this paragraph shall not be included in arriving at the aggregate amount to be paid under this Contract as set forth in paragraph 2 of Appendix B. In addition, any and all such payments shall be subject to the terms and conditions of Appendix B.

Item 12. Termination or Suspension.

(a) The Council may by written notice mailed not less than five days prior to the effective date thereof, terminate or suspend this Contract in whole or in part, or, without such notice, withhold payment, in the event that it finds that the Sub-recipient has (i) failed to comply in a timely and proper manner with applicable State and Federal law or with any other provisions of this Contract; (ii) failed to carry out the approved work program; (iii) made unauthorized or improper use of contract funds; (iv) submitted any application, report, or other document which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect; (v) violated any of the covenants, agreements, or stipulations of this Contract; (vi) if for any reason continuation of the approved work program is rendered improbable, unfeasible, impossible, or illegal; (vii) filing of a bankruptcy petition by or against the Sub-recipient; or (viii) actions that endanger the health, safety or welfare of the Council or citizens of the region. The Sub-recipient shall take such action relative to termination or suspension as may be required by the Council in the notice of termination or suspension or later communication. In such case, termination or suspension shall not affect any otherwise valid and allowable obligations made in good faith prior to receipt of notice of termination or suspension.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Sub-recipient under this Contract, shall at the option of the Council, become its
property, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Council shall promptly compensate the Sub-recipient for any satisfactory work completed on those documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials that the Council decides to retain as its property.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Council for damages sustained by the Council by virtue of any breach of this Contract by the Sub-recipient, and the Council may withhold any payments to the Sub-recipient for the purpose of set off until such time as the exact amount of damages due the Council from the Sub-recipient is determined.

(b) The Council or the Sub-recipient may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 12(a) above shall, at the option of the Council, become its property. If this Contract is terminated by the Council or Sub-recipient as provided herein, the Sub-recipient shall be paid for all properly incurred for services actually performed prior to termination; provided, that such costs are approved by the Council and DOT. Payment for those goods and services shall not be unreasonably withheld. In addition, the Sub-recipient shall be entitled to a portion of its profit or fixed fee which shall be determined by multiplying the total profit or fixed fee figure appearing in line 11 of the Cost Summary (see Appendix A) by the percentage of total work completed by the Sub-recipient under this Contract. For purposes of determining the percentage of total work completed under this Contract, each item within a task shall be considered so that even if the Sub-recipient fails to complete a task, its portion of its profits attributable to the items within that task that have been completed prior to termination. If this Contract is terminated otherwise than solely for the convenience of the Council, Paragraph 12(a) hereof relative to termination shall apply.

Item 13. Political Activity. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public offices. All employees of the Sub-recipient shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 U.S.C. 1501 et seq., 18 U.S.C. 595).

Item 14. Campaign Finance. If applicable, the Sub-recipient swears under the penalty of perjury, as provided by kRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

Item 15. Anti Lobbying Restrictions. The Sub-recipient is required to sign the Restrictions on Lobbying Certification (Appendix D) and if any Sub-recipient funds are used for purposes of lobbying, Sub-recipient agrees to disclose to Council such lobbying on Standard Form LLL.
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

Item 16. Interest of Public Officials and Employees. No officer or employee of the Council and no members of its governing body, and no public official of the locality in which the approved work program or its components will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such program shall (a) participate in any decision relating to any contract negotiated under this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (b) have any financial interest, direct or indirect, in such contract or in the work to be performed under such contract. The Sub-recipient agrees that neither it, nor any of its employees or agents will make any payment, take any action or permit any person to make any payment or to take any action which may result in a violation of this Section 16.

Item 17. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit arising herefrom.

Item 18. Covenant Against Contingent Fees. The Sub-recipient warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Sub-recipient, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Sub-recipient, any fee, commission, percentage brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Council shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(a) The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, disability, gender, age, national origin, income, or limited English proficiency. The Sub-recipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training including apprenticeship, and participation in recreational and educational activities. The Sub-recipient agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Sub-recipient will in all solicitation or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Sub-recipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subSub-recipient provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
APPENDIX 2 – Subrecipient Agreement Template
OKI Program Management Plan – Section 5310 Program

(b) The Sub-recipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as DOT may require.

(c) The Sub-recipient agrees to comply with such rules, regulations or guidelines as DOT may issue to implement these requirements.

Item 20. Compliance with Title VI of the Civil Rights Act of 1964.

(a) Compliance with Regulations: The Sub-recipient will comply with the Regulations of the KYTC, where applicable, and the ODOT, where applicable, relative to non-discrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination: The Sub-recipient, with regard to the work performed by it during the contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. 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. The contract agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Sub-recipient will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations or Subcontracts including procurement of materials and equipment: In all solicitations, either by competitive bidding or negotiations made by the Sub-recipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-sub-recipient or supplier shall be notified by the Sub-recipient of the Sub-recipient's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(d) The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Sub-recipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Sub-recipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Information and Reports: The Sub-recipient will furnish all information and reports required by the Regulations, including Executive Order No. 11246 of September 24, 1965,
directives and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities by the contracting agency and the Secretary of Labor for purposes of investigation as may be determined by DOT, FHWA or FTA, to be pertinent, to ascertain compliance with such regulations, orders and instructions. Where any information required of a Sub-recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Sub-recipient shall so certify to DOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

(g) Sanctions for Noncompliance: In the event of the Sub-recipient's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, DOT shall impose such contract sanctions as DOT, FHWA or FTA may determine to be appropriate, including but not limited to:
1. withholding of payments to the Sub-recipient under the Contract until the Sub-recipient complies and/or
2. cancellation, termination, or suspension of the Contract in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Incorporation of Provisions: The Sub-recipient will include the provisions of Paragraph (a) through (g) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the rules, regulations, order of the Secretary of Labor, or directives issued pursuant Section 204 of Executive Order No. 11246 of Sept 24, 1965. The Sub-recipient will take such action with respect to any subcontract, vendor or procurement as the Council, DOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with litigation with a subSub-recipient or supplier as a result of such direction, the Sub-recipient may request the Council to enter into such litigation to protect the interest of the Council and, in addition, the Sub-recipient may request the United States to enter into such litigation to protect the interests of the United States.

Item 21. Occupational Health and Safety: The Sub-recipient agrees to comply with all statutes, rules and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et.seq., as amended, and KRS Chapter 338. The Sub-recipient also agrees to notify the Council in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Sub-recipient agrees to indemnify, defend and hold COUNCIL harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

Item 22. Bribery: By the Sub-recipient signature on the Contract, the Sub-recipient certifies that no employee of the Sub-recipient, any affiliate or subSub-recipient, has bribed or attempted to bribe an officer or employee of the Council.
APPENDIX 2 – Subrecipient Agreement Template  
OKI Program Management Plan – Section 5310 Program

Item 23. **Interest of Sub-recipient.** The Sub-recipient covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

Item 24. **Violation of and Compliance with Ohio and Kentucky Laws.** The Sub-recipient shall reveal any final determination of violation by the Sub-recipient or any subSub-recipient within the previous five (5) year period pursuant to Ohio Revised Code Chapters 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Sub-recipient or any subSub-recipient. The Sub-recipient shall be in continuous compliance with the provisions of Ohio Revised Code Chapters 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341, and 342 the apply to the Sub-recipient or any subSub-recipient for the duration of this Contract.

Item 25. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Sub-recipient under this Contract, which the Council requests to be kept as confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of the Council.

Item 26. **Publication, Reproduction, and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Council and DOT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

Item 27. **Waivers or Revisions.** To be valid, a waiver of any condition to this Contract, or any revision to the approved work program and budget must be in writing from a duly authorized official of DOT and the Council. No failure or delay by the Council in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the Council in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the Council hereunder or shall operate as a waiver thereof.

Item 28. **Safeguarding Operations and Funds.** The Sub-recipient will safeguard all funds becoming available to it or approved activities under this Contract (including funds becoming available to it for deposit, or deposited, in the program account) by insurance or fidelity bonds or by taking such other actions as may be approved by DOT and the Council. Such insurance or fidelity bonds, if required, shall be of such types, in such amounts, and with such coverage and otherwise as shall be satisfactory to DOT and the Council and proper and adequate for the purposes of this Contract.

Item 29. **Adjustments and Amounts of the Contract.** The Council reserves the right to review the progress made by the Sub-recipient in carrying out the approved work program and, on the basis
of this review, to renegotiate with the Sub-recipient and decrease (or increase subject to the availability of funds) accordingly the amount of the compensation provided hereunder.

Item 30. **Assignment.** The Sub-recipient shall not assign, subcontract or transfer any interest in this Contract without the prior written consent of the Council. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Council shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason fully within the sole discretion of the Council. However, in the case of an assignment or transfer of a claim for money due or to become due under this Contract to a bank, trust company or other financial institution as security for the Sub-recipients obligations, the Sub-recipient need not obtain the consent of the Council if the Sub-recipient promptly furnishes notice of any such assignment or transfer.

Item 31. **Disputes.** The Sub-recipient agrees that all disputes concerning questions of fact in connection with the work, and not otherwise disposed of by the specific terms of this Contract shall be resolved as follows:

The Sub-recipient shall notify the Council’s Executive Director, in writing, within sixty (60) days following a determination by the Council, which in the opinion of the Sub-recipient, is in material conflict with the facts concerning the subject matter. In such notification, the Sub-recipient shall present such evidentiary matters as may support the Sub-recipient’s position and shall request a review of the previous determination. Within a reasonable time, the Executive Director shall cause the circumstance and facts to be reappraised for the purpose of his determination.

The Sub-recipient agrees that the Executive Director will decide all such questions which may arise: including the quality and acceptability of materials furnished and work performed; the rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the Contract on the part of the Sub-recipient; matters concerning compensation and all other matters and disputes relating to facts in connection with this Contract; and the services or work to be performed hereunder.

Item 32. **Remedies.** Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Council Executive Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Sub-recipient. The decision of the Council Executive Director shall be final and conclusive unless within 30 days from the date of receipt of such a copy, the Sub-recipient mails or otherwise furnishes to the Executive Director a written appeal addressed to the Council Executive Committee. The decision of the Executive Committee of the Council Board of Trustees shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Sub-recipient shall be afforded an opportunity to be heard and to offer evidence in support of their appeal. Pending final decision of a dispute hereunder, the Sub-recipient shall proceed diligently with the performance of this Contract in accordance with the Council Executive Director’s decision and such continued performance does not in any manner imply acceptance of an agreement with that decision by the Sub-recipient nor does it infringe upon the Sub-recipient’s right to appeal that decision.
This "Remedies" clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph; provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Item 33. Responsibility for Claims and Liability. The Sub-recipient shall indemnify and hold harmless the Council and those agencies previously defined as DOT, from and against liabilities, losses, damages, cost, expenses, and disbursements imposed on, asserted against or incurred by the Council, and DOT to the extent that such liabilities resulted from the negligent performance, or negligent acts of its agents or employees.

Item 34. Disadvantaged Business Enterprise. It is the policy of the Council that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the D.B.E. requirements of 49 CFR Part 26 apply to this Contract.

The Sub-recipient agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. The target for such DBE utilization would be 5% of total contract funds. The Sub-recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.


Item 36. Authority to do Business. The Sub-recipient must be duly organized and authorized to do business under the laws of Ohio and Kentucky. Sub-recipient must be in good standing and have full legal capacity to provide the services specified under this Contract. The Sub-recipient must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Sub-recipient to enter into this Contract. The Sub-recipient will provide the Council with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Sub-recipient is authorized to do business in the State of Ohio and the Commonwealth of Kentucky if requested. All contracts must be signed by a duly authorized officer, agent or employee of the Sub-recipient.

Item 37. Hold Harmless and Indemnification Clause. The Sub-recipient agrees to indemnify, hold harmless, and defend the Council, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys’ fees, arising out of or resulting, directly or indirectly, from the Sub-recipient’s (or Sub-recipient’s subSub-recipients
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if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to the negligent acts, errors or omissions of Sub-recipient (or Sub-recipient’s subSub-recipients, if any) and (2) not caused by the negligent act or omission or willful misconduct of the Council or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

Item 38. Insurance Requirements. Prior to commencing work, Sub-recipient shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Ohio and the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Ohio Revised Code Chapter 3905 and Kentucky Insurance Law (KRS 304.10-040). Workers’ Compensation written through qualified group self-insurance programs in accordance with Ohio Revised Code Chapter 4123 and Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Sub-recipient shall not commence work under this Contract until all insurance required under this Contract has been obtained and until copies of policies or certificites thereof are submitted to and approved by the Council Finance Department. The Sub-recipient shall not allow any subSub-recipient to commence work until the insurance required of such subSub-recipient has been obtained and copies of Certificates of Insurance retained by Sub-recipient evidencing proof of coverages.

Without limiting Sub-recipient’s indemnification requirements, it is agreed that Sub-recipient shall maintain in force at all times during the performance of this Contract the following policy or policies of insurance covering its operations, and require subSub-recipients, if subcontracting is authorized, to procure and maintain these same policies. Council may require Sub-recipient to supply proof of subSub-recipient’s insurance via Certificates of Insurance, or at the Council’s option, actual copies of policies.

A. The following clause shall be added to the Sub-recipient’s (and approved subSub-recipient’s) Comprehensive General Liability Policies:

1. "The Council’s, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a $1,000,000 Combined Single Limit for any one occurrence and $2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

   a. Premises - Operations Coverage
   b. Completed Operations
   c. Contractual Liability
   d. Broad Form Property Damage
   e. Independent Sub-recipients Protective Liability
   f. Personal Injury
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2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is $1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. Workers’ Compensation insuring the employers’ obligations under Kentucky Revised Statutes Chapter 342. Employers’ Liability with a $100,000 Limit of Liability for Each Accident/$500,000 Disease - Policy Limit/$100,000 Disease - Each Employee

4. PROFESSIONAL LIABILITY (Errors and Omission Liability) insurance policy, which includes a minimum limit of liability of $1,000,000 for each Wrongful Act. In the event that the Sub-recipient’s policy is written on a “Claims Made” form, the Sub-recipient shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a retroactive date of not later than the date work commenced under this Contract, or by evidence that the Sub-recipient has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this Contract.

C. Acceptability: Insurance is to be placed with insurance companies with an A. M. Best Rating of no less than “B+ VI”, unless proper financial information relating to the insurer is submitted to and approved by Council’s Finance Department.

D. Miscellaneous

1. The Sub-recipient shall procure and maintain insurance policies as described herein and for which the Council Finance Department shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without Council having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person’s signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Council’s Finance Department before the expiration date.

2. Certificates of Insurance as required above shall be furnished, as called for:

a. No later than five (5) days after the successful submitting firm is notified of award by the Council to:

Ohio-Kentucky-Indiana Regional Council of Governments
Attn: Finance Department
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202

3. The Sub-recipient agrees that it will not materially alter any of the insurance policies currently in force and relied on under this Contract. Further, the Sub-recipient will not reduce any coverage amount below the limits required in this Contract.
4. Approval of the insurance by Council shall not in any way relieve or decrease the liability of the Sub-recipient hereunder. It is expressly understood that the Council does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Sub-recipient.

Item 39. Provisions to be Incorporated in Subcontracts. The Sub-recipient agrees to incorporate all the provisions of Appendix C, Item 1 through Item 38 and Appendix D in its entirety, in any subcontracts. In addition, if additional contracts are authorized by the Council in writing, the Sub-recipient agrees to incorporate all such Appendix C and D provisions in such contracts.
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APPENDIX D
CERTIFICATIONS OF RESTRICTIONS ON LOBBYING

I, [INSERT SIGNOR’S NAME and TITLE], hereby certify that:

(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 any 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-LL, "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 $10,000.00 and not more than $100,000.00 for each such failure.

Executed this ______ day of __________________, 20__.

[INSERT SIGNOR’S NAME and TITLE]
[INSERT CONTRACTOR NAME]
CERTIFICATION OF SUB-RECIPIENT

I, [INSERT SIGNOR'S NAME and TITLE], hereby represent that neither I nor the agency has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sub-recipient) to solicit or secure this contract,

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

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

except as where expressly state (if any):

I acknowledge that this certificate is to be furnished to the State highway agency and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

[INSERT SIGNOR'S NAME and TITLE] Date

CERTIFICATION OF COUNCIL

I hereby certify that I am the Executive Director of the Council, and that the above Sub-recipient or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying this contract to:

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

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

Mark R. Policinski, Executive Director Date
APPENDIX E

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant’s compliance. You, as your Applicant’s Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant’s Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs. FTA, the Applicant, and the Applicant’s Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative: • All Applicants must select the Assurances in Category 01, “Required Certifications and Assurances for each Applicant. • If your Applicant requests or intends to request more than $100,000 in federal assistance during FY2018, you must select the “Lobbying” Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. • Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant’s compliance with the applicable Certifications and Assurances selected on its behalf.
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Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member’s role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant’s FY 2018 Certifications and Assurances and its applications for federal assistance in FTA’s Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant’s FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one (21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant’s FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of: • The Fixing America’s Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, • The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015, • Previous enabling legislation that remains in effect, and • Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant’s Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant’s Authorized Representative, and your Applicant’s attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant’s behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant’s by-laws or internal rules: 1. Execute and file its application for federal assistance, 2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance, 3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA, 4. Comply with applicable federal laws, regulations, and requirements, and 5. Follow applicable federal guidance.
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01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following: 1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award. 2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto. 3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award. 4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award. 5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing. 6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA’s Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, “Intergovernmental Review of Department of Transportation Programs and Activities,” 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

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39, and k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed. 2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing. 3. As required by 49 CFR § 21.7: a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that: (1) It implements its Award, (2) It undertakes property acquisitions, and (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award. b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award. c. It will promptly take the necessary actions to carry out this assurance, including the following: (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request. d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination: (1) While the property is used for the purpose that the federal assistance is extended, or (2) While the property is used for another purpose involving the provision of similar services or benefits. e. The United States has a right to seek judicial enforcement of any matter arising under: (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, (2) U.S. DOT regulations, 49 CFR part 21, or (3) This assurance. f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with: (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, (2) U.S. DOT regulations, 49 CFR part 21, and (3) Federal transit law, 49 U.S.C. § 5332. g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing. h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any: (1) Subrecipient, (2) Transferee, (3) Third Party Contractor or Subcontractor at any tier, (4) Successor in Interest, (5) Lessee, or (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient). i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each: (1) Subagreement at any tier, (2) Property transfer agreement, (3) Third party contract or subcontract at any tier, (4) Lease, or (5) Participation agreement. j. The assurances you have made on your Applicant’s behalf remain in effect as long as FTA determines appropriate, including, for example, as long as: (1) Federal assistance is provided for its Award, (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits, (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or (5) FTA may otherwise determine in writing. 4. As required by 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, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that: a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance award or request: (1) Construct any facility, (2) Obtain any rolling stock or other equipment, (3) Undertake studies, (4) Conduct research, or (5) Participate in any benefit or obtain any benefit from any FTA administered program. b. Ir any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be: (1) Excluded from participation, (2) Denied benefits, or (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that: a. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180. b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier: (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently: (a) Debarred, (b) Suspended, (c) Proposed for debarment, (d) Declared ineligible, (e) Voluntarily excluded, or (f) Disqualified. (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction, (b) Violation of any federal or state antitrust statute, or (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property. (3) It is 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 listed in the preceding subsection b(2) of this Certification. (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification. (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA. (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if: (a) Equals or exceeds $25,000, (b) Is for audit services, or (c) Requires the consent of a federal official. (7) It will require that each covered lower tier contractor and subcontractor: (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be: 1 Debarred from participation in any federally assisted Award, 2 Suspended from participation in any federally assisted Award, 3 Proposed for debarment from participation in any federally assisted Award, 4 Declared ineligible to participate in any federally assisted Award, 5 Voluntarily excluded from participation in any federally assisted Award, or 6 Disqualified from participation in any federally assisted Award. c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.
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01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that: a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that: a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months. b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. Administrative Activities. On behalf of your Applicant, you assure that: a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including: (1) The legal authority to apply for federal assistance, (2) The institutional capability, (3) The managerial capability, and (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award). b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to: (1) FTA, (2) The Comptroller General of the United States, and (3) The State, through an appropriate authorized representative. c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance. d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in: (1) A personal or organizational conflict of interest or personal gain, or (2) An appearance of a personal or organizational conflict of interest or personal gain. 2. Specifics of the Award. On behalf of your Applicant, you assure that: a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award. b. For FTA assisted construction Awards: (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications, (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications, (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property, (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by: (a) Disposing of the underlying real property or other interest in the site and facilities, (b) Modifying the use of the underlying real property or other interest in the site and facilities, or (c) Changing the terms of the underlying real property title or other interest in the site and facilities. c. It will furnish progress reports and other information as FTA or the state may require. 3. Statutory and Regulatory Requirements. On behalf of your
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Applicant, you assure that: a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to: (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d. (2) The prohibitions against discrimination based on sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25. (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107. (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794. (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101. (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 et seq. (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq. (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 et seq. (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2. (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award. b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 et seq., and 49 U.S.C. § 5323(b) regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award: (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs. (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with: (a) The Uniform Relocation Act. 42 U.S.C. § 4601 et seq., as specified by 42 U.S.C. §§ 4630 and 4655, and (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4. (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because: (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24. (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to: 1 Displaced families or individuals, and 2 Displaced corporations, associations, or partnerships. (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such: 1 Displaced families and individuals, and 2 Displaced corporations, associations, or partnerships. (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals. (e) It will do the following: 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin. (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652. (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631. (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements. (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances. (j) It will incorporate
these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition. (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions. c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures. d. I: will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance: (1) The National Research Act, as amended, 42 U.S.C. § 289 et seq., and (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11. e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of: (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 et seq. f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to: (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note. (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note. (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note. (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11998, May 24, 1977, as amended, 42 U.S.C. § 4321 note. (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465. (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q. (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6. (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544. (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f"). (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287. (11) Complying with and facilitating compliance with: (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108, (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq., and (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101. g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance: (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq., and (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4. h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings. i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012(a), by: (1) Participating in the federal flood insurance program, and (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more. j. It will comply with: (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their
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officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply. k. It will perform the financial and compliance audits as required by the: (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 et seq., (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and (3) Most recent applicable U.S OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement). I. It will comply with all other federal laws, regulations, and requirements that apply. m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that: 1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110: a. The lobbying restrictions of this Certification apply to its requests: (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and (2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and b. Your Certification on your Applicant’s behalf applies to the lobbying activities of: (1) The Applicant, (2) Its Principals, and (3) Its Subrecipients at the first tier. 2. To the best of your knowledge and belief: a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence: (1) An officer or employee of any federal agency regarding the award of a: (a) Federal grant or cooperative agreement, or (b) Federal loan, line of credit, loan guarantee, or loan insurance, or (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a: (a) Federal grant or cooperative agreement, or (b) Federal loan, line of credit, loan guarantee, or loan insurance. b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence: (1) An officer or employee of any federal agency regarding the award of a: (a) Federal grant or cooperative agreement, or (b) Federal loan, line of credit, loan guarantee, or loan insurance, or (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a: (a) Federal grant or cooperative agreement, or (b) Federal loan, line of credit, loan guarantee, or loan insurance. c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to: (1) Each third party contract, (2) Each third party subcontract, (3) Each subagreement, and (4) Each third party agreement. 3. Your Applicant understands that: a. This Certification
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is a material representation of fact that the Federal Government relies on, and b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a: (1) Federal grant or cooperative agreement, or (2) Federal loan, line of credit, loan guarantee, or loan insurance. 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA’s ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that: 1. Your Applicant has or will have: a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306, b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and c. Paid just compensation under state or local laws to the company for any franchise or property acquired. 2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before: a. It acquires the property or an interest in the property of a private provider of public transportation, or b. It operates public transportation equipment or facilities: (1) In competition with transportation service provided by an existing public transportation operator, or (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing. To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement: 1. FTA’s “Charter Service” regulations apply as follows: a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from: (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted. b. FTA’s charter service restrictions extend to: (1) Your Applicant, when it receives federal assistance appropriated or made available for: (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or (c) Any other Act that provides federal public
transportation assistance, unless otherwise excepted. (2) Any Third Party Participant that receives federal assistance derived from: (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted. c. A Third Party Participant includes any: (1) Subrecipient at any tier, (2) Lessee, (3) Third Party Contractor or Subcontractor at any tier, and (4) Other Third Party Participant in its Award. d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under: (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g), (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g), (3) Any other federal Charter Service regulations, or (4) Federal guidance, except as FTA determines otherwise in writing. e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA. f. You and your Applicant agree that: (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by: (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances. (2) These corrective measures and remedies may include: (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA, (b) Withholding an amount of federal assistance as provided by Appendix D to FTA’s Charter Service regulations, or (c) Any other appropriate remedy that may apply. 2. In addition to the exceptions to the restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions: a. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only. b. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only. c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant’s federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and busonly highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement: 1. FTA’s “School Bus Operations” regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from: a. Federal transit
laws, 49 U.S.C. chapter 53, b. 23 U.S.C. §§ 133 or 142, or c. Any other Act that provides federal public transportation assistance, unless otherwise excepted. 2. FTA’s school bus operations restrictions extend to: a. Your Applicant, when it receives federal assistance appropriated or made available for: (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted. b. Any Third Party Participant that receives federal assistance derived from: (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted. 3. A Third Party Participant includes any: a. Subrecipient at any tier, b. Lessee, c. Third Party Contractor or Subcontractor at any tier, and d. Any other Third Party Participant in the Award. 4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under: a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g), b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), c. Any other federal School Bus regulations, or d. Federal guidance, except as FTA determines otherwise in writing. 5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance. 6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may: a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service: 1. Your Applicant will comply with: a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and 2. As provided in 49 CFR § 663.7: a. Your Applicant will conduct or cause to be conducted the required pre-award and postdelivery reviews of that rolling stock, and b. it will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.
On behalf of your Applicant, you certify that: 1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with: a. 49 U.S.C. § 5318, and b. FTA regulations, “Bus Testing,” 49 CFR part 665. 2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until: a. That new bus or new bus model has been tested at FTA’s bus testing facility, and b. It has received a copy of the test report prepared for that new bus or new bus model. 3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the: a. Performance standards for: (1) Maintainability, (2) Reliability, (3) Performance (including braking performance), (4) Structural integrity, (5) Fuel economy, (6) Emissions, and (7) Noise, and b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued. 4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that: 1. Your Applicant offers public transportation services equivalent in level and quality of service to: a. Individuals with disabilities, including individuals who use wheelchairs, and b. Individuals without disabilities. 2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is: a. Provided in the most integrated setting feasible, and b. Equivalent to the service it offers individuals without disabilities with respect to: (1) Response time, (2) Fares, (3) Geographic service area, (4) Hours and days of service, (5) Restrictions on priorities based on trip purpose, (6) Availability of information and reservator capability, and (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant: 1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.” 2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional
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ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 07. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that: 1. It will not seek reimbursement for interest or any other financing costs unless: a. It is eligible to receive federal assistance for those costs, and b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require. 2. It will comply with the same favorable financing cost provisions for Awards financed under: a. The Urbanized Area Formula Grants Program, b. A Full Funding Grant Agreement, c. An Early Systems Work Agreement, d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation, e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act. If your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.
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Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will: 1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and 2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that: 1. The Applicant will comply with FTA regulations, “State Safety Oversight,” 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674. 2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674. 3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.
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Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that: 1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented: a. An alcohol misuse testing program, and b. A controlled substance testing program. 2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331. 3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award, 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award, 3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, 4. It will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and 5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award, 2. It has or will have satisfactory...
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continuing control over the use of its equipment and facilities acquired or improved under its Award, 3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and 4. It will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c). The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals: (1) Any senior, (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq.. e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with: (1) The applicable general provisions of 49 U.S.C. § 5323, and (2) The applicable third party contract provisions of 49 U.S.C. § 5325. f. It has complied with or will comply with 49 U.S.C. § 5307(b). g. As required by 49 U.S.C. § 5307(d); (1) It has or will have the amount of funds required for the non-federal share, (2) It will provide the non-federal share from sources approved by FTA, and (3) It will provide the non-federal share when needed. h. It will comply with: (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304. i. It has a locally developed process to solicit and consider public comment before: (1) Raising a fare, or (2) Implementing a major reduction of public transportation service. j. it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing. 2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that: a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations. e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources. f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in: (1) The statewide transportation improvement program, and (2) To the extent applicable, a metropolitan transportation improvement program. g. With respect to the non-federal share: (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g), (2) It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share from sources approved by FTA, and (3) It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share when needed. h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if: (1) The Recipient possessing the facility or equipment consents to the transfer, and (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award. 3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. 4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals: a. Any senior, b. Any individual who, because of illness, injury, age, a congenital malfunction, or any
other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design. c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq.. 5. When carrying out a procurement under this Program, it will comply with: a. The applicable general provisions of 49 U.S.C. § 5323, and b. The applicable third party contract provisions of 49 U.S.C. § 5325. 6. It has complied with or will comply with 49 U.S.C. § 5307(b) because: a. It has informed or will inform the public of the amounts of its federal assistance available under this Program; b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed, c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant, d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects, e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources, f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and g. It has made or will make the final list of Projects for which an Award is sought available to the public. 7. With respect to the non-federal share: a. It has or will have the amount of funds required for the non-federal share, b. It will provide the non-federal share from sources approved by FTA, and c. It will provide the non-federal share when needed. 8. It will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304. 9. It has a locally developed process to solicit and consider public comment before: a. Raising a fare, or b. Implementing a major reduction of public transportation service. 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended
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by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, 4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals: a. Any senior, b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq. 5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with: a. The applicable general provisions of 49 U.S.C. § 5323, and b. The applicable third party contract provisions of 49 U.S.C. § 5325. 6. It has complied with or will comply with 49 U.S.C. § 5307(b) because: a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307, b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought, c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient, d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects, e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources, f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and g. It has made or will make its final Program of Projects available to the public. 7. As required by 49 U.S.C. § 5307(c): a. It has or will have the amount of funds required for the non-federal share, b. It will provide the non-federal share from sources approved by FTA, and c. It will provide the non-federal share when needed. 8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304. 9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before: a. Raising a fare, or b. Implementing a major reduction of public transportation. 10. Each fiscal year: a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including: (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), (2) Increased camera surveillance of an area in or adjacent to that system, (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and (4) Any other activity
intended to increase the security and safety of an existing or planned public transportation system, or b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary. 11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census: a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances. 12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. 3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. 4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals: a. Any senior. b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design. c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq. 5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with: a. The applicable general provisions of 49 U.S.C. § 5323, and b. The applicable third party contract provisions of 49 U.S.C. § 5325. 6. As required by 49 U.S.C. § 5307(d), a. It has or will have the amount of funds required for the non-federal share, b. It will provide the non-federal share from sources approved by FTA, and c. It will provide the non-federal share when needed. 7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304. 8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before: a. Raising a fare, or b. Implementing a major reduction of public transportation service. 9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.
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Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: a. Each Subrecipient is: (1) A private nonprofit organization, or (2) A state or local governmental authority that: (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. b. Your Applicant will comply with the following selection and planning requirements: (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been: (a) Locally developed, and (b) Coordinated. (2) The public transit-human services transportation plan was developed and approved through a process that included participation by: (a) Seniors, (b) Individuals with disabilities, (c) Representatives of public, private, and nonprofit transportation providers, (d) Representatives of public, private, and nonprofit human services providers, and (e) Other members of the public. (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually. (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services. c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis. d. It will not transfer the facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless: (1) The Recipient possessing the facility or equipment consents to the transfer; and (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310. e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310. 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that: a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward. c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. d. When carrying out a
procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with: (1) The applicable general provisions of 49 U.S.C. § 5323, and (2) The applicable third party contract provisions of 49 U.S.C. § 5325. e. With respect to the non-federal share: (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310, (2) It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share from sources approved by FTA, and (3) It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share when needed. f. It has complied or will comply and will require each Subrecipient to comply with: (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304. g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS:

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that: 1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. 3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. 4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing. 5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations. 6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources. 7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in: a. The statewide transportation improvement program, and b. To the extent applicable, a metropolitan transportation improvement program. 8. With respect to the non-federal
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share: a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g). b. It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share from sources approved by FTA, and c. It will provide and, as necessary, will require each Subrecipient to provide the nonfederal share when needed.

9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if: a. The Recipient possessing the facility or equipment consents to the transfer, and b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311. 10. Each fiscal year: a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including: (1) Planning and marketing for intercity bus transportation, (2) Capital grants for intercity bus facilities. b. if it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that: (1) it has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and (2) The state’s intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after: 1. It provides notice and an opportunity for comment and appeal to affected public transportation providers, 2. It approves such use in writing, and 3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. 3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources. 4. With respect to its procurement
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CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award. 3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. 4. When carrying out a procurement under its Award, it will comply with: a. The applicable general provisions of 49 U.S.C. § 5323, and b. The applicable third party contract provisions of 49 U.S.C. § 5325. 5. As required by 49 U.S.C. § 5329(e)(6): a. It has or will have the amount of funds required for the non-federal share, b. It will provide the non-federal share only from sources approved by FTA, and will not be met by: (1) Any federal assistance, (2) Any funds received from a public transportation agency, or (3) Any revenues earned by a public transportation agency, and c. Will provide the non-federal share when needed. 6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight Program under 49 CFR part 674, the following FTA regulations will apply: a. States With a Certified Program. Your Applicant agrees that FTA regulations, “State Safety Oversight,” 49 CFR part 674, will apply; b. States Without a Certified Program. Your Applicant agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.
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Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will: 1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and 2. Comply with FTA regulations, “Emergency Relief,” 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that: 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award. 3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. 4. It will comply with: a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

specifically 49 U.S.C. § 5307(c)(1), on your Applicant’s behalf, you certify that: a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award. c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals: (1) Any senior, (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq., e. When carrying out a TIFIA-financed procurement, the Applicant will comply with: (1) The applicable provisions of 49 U.S.C. § 5323, and (2) The applicable provisions of 49 U.S.C. § 5325. f. It has complied with or will comply with 49 U.S.C. § 5307(b). g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards, (2) It will provide the non-federal share from sources approved by FTA, and (3) It will provide the non-federal share when needed. h. It will comply with: (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304. i. It has a locally developed process to solicit and consider public comment before: (1) Raising a fare, or (2) Implementing a major reduction of public transportation. j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing. 2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless: a. It is eligible to receive federal assistance for those expenses, and b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require. 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). 4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 et seq., the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance. 5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that: 1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995: a. 23 U.S.C. § 610, b. Section 1511 of TIA-21, 23 U.S.C. § 181 note, or c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181. 2. It will comply with or follow the Grant Agreement
between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of: a. 23 U.S.C. § 610, as amended by the FAST Act, b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law, c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note, d. Federal guidance pertaining to the SIB Program, e. The SIB Cooperative Agreement establishing the state’s SIB Program, f. The Grant Agreement with FTA. 3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code. 4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1): a. it has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award. b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award. c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals: (1) Any senior, (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and (4) Any individual presenting a Medicare card issued to that individual under title XVII of the Social Security Act, 42 U.S.C. § 1395 et seq. e. When carrying out a procurement under a SIB-financed Award, it will comply with: (1) The applicable general provisions of 49 U.S.C. § 5323, and (2) The applicable third party contract provisions of 49 U.S.C. § 5325. f. It has complied with or will comply with 49 U.S.C. § 5307(b). g. It has or will have or provide: (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant, (2) The non-federal share from sources approved by FTA, and (3) The non-federal share when needed. It will comply with: (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304. i. It has a locally developed process to solicit and consider public comment before: (1) Raising a fare, or (2) Implementing a major reduction of public transportation. j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing. 5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless: ε. It is eligible to receive federal assistance for those expenses, and b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require. 6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

CATEGORIE 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise
authorized by federal law or regulation, you must select the Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b), 1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed, 2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and 3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.
**APPENDIX 2 – Subrecipient Agreement Template**
OKI Program Management Plan – Section 5310 Program

**FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES**
**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: ________________________________________________________________

The Applicant agrees to comply with applicable provisions of Categories 01 – 21.
OR The Applicant agrees to comply with applicable provisions of the Categories it has selected:

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FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant:

________________________________________________________________________

Name and Relationship of the Authorized Representative:

________________________________________________________________________

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature ___________________________________________ Date: ______________

Name ______________________________________________ 
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant):

________________________________________________________________________

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications
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and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature ___________________________________ Date: __________________

Name ___________________________________ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.
Risk Assessment

Has your agency run an operating deficit over the past two years?

Do you anticipate budget cutbacks in the near future?

Have you reduced 5310 vehicle transport service to your clients over the past year?

Do you anticipate service cutbacks in the near future?

Are you utilizing your 5310 vehicles for the specified purposes stated in your original grant application to OKI?

Have you had to decline service to your clients due to lack of operating vehicles?

Has your ridership declined over the past year? If so, please explain.

On average, what percentage of your 5310-supported vehicle fleet is in active operation on a daily basis?

Do you have a sufficient number of qualified vehicle operators (drivers) to fully operate your 5310 fleet to meet client service demand?

Have any accidents involving 5310-funded vehicles occurred over the past year?
If so, were there concerns regarding lack of proper training or substance abuse by the vehicle operator as a causative factor?

Financial Management

Has your agency received any negative audit findings related to the management of federal or state grant funds in the past three years?

Describe your internal control process by which invoices submitted by vendors for purchases to be reimbursed by federal grants are approved and paid?

Is the individual who approves the invoice the same person who issues the check for payment and/or records the expense in the General Ledger?

How long do you retain records of expenditures made under grant-funded agreements?

Are these records safely stored in a secure location?

Do you have sufficient funding in place to support the full operation of your 5310 vehicle passenger service?

If you receive grant funds for Preventive Maintenance, are you submitting your reimbursement requests to SORTA or OKI on a regular timely basis?

Do you have adequate local funds in place to match the FTA funds used for preventive maintenance?
APPENDIX 3 – Subrecipient Annual Monitoring Questionnaire
OKI Program Management Plan – Section 5310 Program

Debarment and Suspension

Has your agency been debarred or sanctioned/suspended by any Federal agency since the time you were awarded your 5310 award?

Satisfactory Continuing Control

Have any 5310 vehicles been stolen or damaged by vandalism over the past year?
Is the insurance coverage for your 5310-funded vehicles up to date and in full force?
Have you experienced any problems with your insurance carrier?

Maintenance

Have your 5310 passenger vehicles undergone the recommend level and frequency of preventive maintenance inspections?

If not, please explain

Do any of your 5310-funded vehicles experience frequent breakdowns?

If so, please explain

How do you ensure that only qualified drivers operate your 5310 vehicles in passenger service?

ADA

Are the wheelchair lifts on your vehicles operating properly?

How often do you perform maintenance on your wheelchair lifts

Have you had any ADA-related complaints filed over the past two years?

Title VI

Does your agency have a current Title VI Program Plan?

Have you received any Title VI discrimination complaints over the past two years?

Have you reduced 5310 vehicle transport service to your clients over the past year?

If so, please describe the complaint and how it was resolved?

If required by your Plan, how do you inform your clients of their rights under Title VI?
APPENDIX 4 – Annual Vehicle Report
OKI Program Management Plan – Section 5310 Program

<table>
<thead>
<tr>
<th>REPORT DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Type:</td>
</tr>
<tr>
<td>Make:</td>
</tr>
<tr>
<td>Vehicle Year:</td>
</tr>
<tr>
<td>Model:</td>
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<tr>
<td>Vehicle License #:</td>
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</tbody>
</table>

| 5310 Program – Annual Vehicle Monitoring Report |
| AGENCY CONTACT: |
| E-mail Address: |
| AGENCY NAME: |
| ADDRESS: | Street |
| City | State | Zip Code |
| County: |
| Contract No. | Acquisition Year: |
| Project Number: | PNP- |
| Date Last Inspected |
| Total number of agency clients: | Mileage on last annual report: |
| Vehicle Serial #: | CURRENT MILEAGE: |

| Report all information below for calendar year |
| Period: mm/yyyy – mm/yyyy |
| 1. Odometer reading at the end of calendar year |
| 2. Total passenger trips for older Americans (over 60) |
| 3. Total passenger trips for persons with disabilities (under 60) |
| 4. Total trips for other passengers |
| 5. Total number of unduplicated older Americans (over 60) and persons with disabilities (under 60) afforded mobility |
| 6. Total vehicle maintenance costs |
| 7. Days in use (calendar year) |
| 8. Days in use (weekly average) |
| 9. Accidents during period (yes or no) |

10. Describe gaps in service filled by this vehicle

11. Other comments regarding this vehicle

Agency Representative Completing Form:
Signature: Date: