

**AGREEMENT BETWEEN THE CITY OF GREENSBORO AND THE PIEDMONT
AUTHORITY FOR REGIONAL TRANSPORTATION CONCERNING THE
TRANSFER AND OPERATION OF THE CITY OF GREENSBORO'S CAREER
EXPRESS TRANSIT SERVICE**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, by and between the CITY OF GREENSBORO, a municipal corporation of the State of North Carolina ("CITY") and the PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION ("PART"), a Regional Transportation Authority established under the laws of the state of North Carolina.

WITNESSETH:

WHEREAS, the CITY has requested and PART has agreed to assume, operate, and manage the CITY'S Career Express Transit Service, beginning September 1, 2014; and

WHEREAS, it is deemed to be in the best interests of both the CITY and PART to enter into an agreement for PART to assume, operate, and manage the CITY'S Career Express Transit Service; and

WHEREAS, PART has been selected as a sub-recipient of the CITY'S Section 5316 Job Access and Reverse Commute ("JARC") Funds by the Federal Transit Administration ("FTA"); and

WHEREAS, the CITY and PART desire to secure and utilize funds for the above-referenced purposes: and

WHEREAS, PART is uniquely positioned to assume, operate, and manage the JARC program and to address transportation challenges faced by welfare recipients and low-income individuals seeking to secure and maintain employment; and

WHEREAS, on the 17th day of June, 2014, the Greensboro City Council authorized the execution of this Agreement in accordance with the terms as hereinafter set forth; and

WHEREAS, on the 13th day of August, 2014, the PART Board of Trustees authorized the PART Executive Director to execute this Agreement in accordance with the terms as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth, the CITY and PART agree as follows:

1. PART covenants that, pursuant to N.C.G.S. Chapter 160A, Article 27, it is a local governmental authority as that term is defined in 49 U.S.C. 5302(a)(6).
2. PART agrees that JARC program funds are available for capital, planning, and operating expenses that support the development and maintenance of transportation services

designed to transport low income individuals to and from jobs and activities related to their employment.

3. PART agrees to use the JARC funds it receives from the CITY to complete the project described below that is included in the Grant Agreement approved by the Federal Transit Administration ("FTA") on September 23, 2014:

PART will implement a new shuttle bus service in a four quadrant deviated fixed route delivery for employment commuters. The new service shall be operated from the PART hub at the PTI Airport and business park districts of the Triad Monday through Friday and in coordination with the main line PART Express fixed route services presently in place. The period of performance for this project includes two fiscal years: September 1, 2014 through August 31, 2015, and September 1, 2015 through August 31, 2016.

4. Subject to changes in federal funding not anticipated by either party, PART will receive \$500,000 (\$250,000 for each of the two fiscal years described in paragraph 3) in JARC operating funds to be matched by local funds provided by PART for a minimum 50/50 split. Any additional funds required to provide the service described in Paragraph 3 will be provided by PART. PART agrees that the funding described in this paragraph 4 is sufficient to provide these services for two (2) fiscal year years (September 1, 2014 through August 31, 2015) and (September 1, 2015 through August 31, 2016).
5. Capital equipment or facilities acquired, built, or improved utilizing any of the JARC or PART-contributed funds described in paragraph 4 above shall only be used for the purposes stated in this Agreement or any other allowable public purpose upon the termination of this Agreement. PART agrees to indemnify and hold the CITY harmless from any cause of action, suit, claim, damages, or liability brought by the FTA or any other federal or state regulatory or administrative agency, or any person or entity with standing to pursue any claim or cause of action against the CITY for improper use or disposition of capital equipment or facilities acquired, built or improved using these funds.
6. PART agrees to comply with the FTA procurement requirements contained in FTA Circular 4220.1F dated March 13, 2013 and any subsequent amendments thereto.
7. PART shall comply with 49 U.S.C. 5323(j), which provides that, with exceptions, Federal funds may not be obligated for public transportation projects unless steel, iron, and manufactured products used in such projects are produced in the United States. PART shall comply with 49 CFR Part 661 and any amendments thereto. PART further acknowledges that Buy America requirements apply to all purchases, including materials or supplies funded as operating costs, if the purchase exceeds \$100,000.
8. PART shall consult the U.S. General Services Administration (GSA) document titled, "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" published monthly, to ensure that JARC funds are not paid to any person who has been

debarred, suspended, ineligible, or voluntarily excluded from participation in federally-assisted transactions.

9. PART shall comply with the standards for financial management systems provided in 49 CFR Part 19.
10. PART shall give preference to the purchase of recycled products in its procurement programs funded with JARC funds.
11. PART shall provide the CITY a complete accounting of the activities described in this Agreement no later than July 31 for the previous fiscal year.
12. PART shall maintain records which adequately identify the application of JARC and PART funds provided for activities described in this Agreement. These records shall include PART's awards and authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and income.
13. PART shall maintain financial records, supporting documentation, and all other records pertinent to this Agreement and readily make such records available to authorized representatives of the CITY, U.S. Department of Transportation and the Comptroller General of the United States for a period of three years from the date the CITY electronically submits the final Federal Financial Report (SF-425). If any litigation, claim or audit is initiated before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. PART's financial records should adequately document the computation of the Federal share and the provision of the required local share for each kind of project. The eligibility of any ADA, clean air, or bicycle projects for which the increased Federal share is claimed should be adequately documented.
14. PART shall maintain effective control of all cash, real and personal property and other assets related to the services described in this Agreement and shall adequately safeguard all such property and use it solely for authorized purposes.
15. When required by federal law, PART shall compare actual with budgeted expenditures. Estimates based on available documentation shall be accepted to demonstrate unit cost.
16. Applicable OMB cost principles, agency program regulations, and the terms of this agreement shall be followed in determining the reasonableness, allowability, and allocability of costs.
17. Accounting records shall be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, and contracts.
18. PART agrees to perform audits as required by OMB Circular A-133.

19. PART shall submit quarterly project status reports to the CITY no later than 20 days following the end of each quarter of the fiscal year. Status reports shall include an updated program of projects reflecting project descriptions, changes in projects from one category to another, and adjustments, if applicable. Project reports shall include service attributes related to hours of service, passenger trips and related expenses for reimbursement from the CITY.
20. PART shall submit both quantitative and qualitative information, as available, on each of the following indicators:
 - a. Increase in access to jobs related to geographic coverage and/or service times that impact the availability of transportation services for low income individuals as a result of the JARC projects implemented in the current reporting year.
 - b. Number of rides provided for low income individuals as a result of the JARC projects implemented in the current reporting year.
21. PART agrees that CITY will initiate project closeout within 90 days after all funds are expended and all work activities for the project are completed.
22. PART agrees to comply with all applicable civil rights statutes and regulations including, but not limited to, the following:
 - a. Nondiscrimination in Federal Transit Programs. Pursuant to the FTA Master Agreement, PART shall comply and assures that each third party at any tier of the Project shall comply, with the provisions of 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity. PART further agrees that all third-party contractors shall sign documentation that the third-party contractors shall comply with the provisions of 49 U.S.C. 5332.
 - b. Nondiscrimination—Title VI. Pursuant to the FTA Master Agreement, PART shall comply and assures that each third party at any tier of the Project shall comply with the following requirements under Title VI of the Civil Rights Act of 1964 and further agrees that all third-party contractors shall sign documentation that the third-party contractors shall comply with the following provisions of the Civil Rights Act of 1964:
 - (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), providing that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;
 - (2) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21;

- (3) FTA Circular 4702.1 “Nondiscrimination Guidelines for FTA Recipients,” providing FTA recipients and sub-recipients with guidance and instructions necessary to comply with the DOT Title VI regulations (49 CFR part 21), the U.S. DOT’s Order to Address Environmental Justice in Minority Populations (62 FR 18377, Apr. 15, 1997), and U.S. DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005);
 - (4) U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, describing the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities; and
 - (5) U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, which clarifies the responsibilities of recipients of Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons.
- c. Equal Employment Opportunity. Pursuant to the FTA Master Agreement, PART shall comply and assures that each third party at any tier of the Project shall comply with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e), and 49 U.S.C. 5332 and any implementing requirements FTA may issue. PART further agrees that all third-party contractors shall sign documentation that the third-party contractors shall comply with the requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e), and 49 U.S.C. 5332 and any implementing requirements FTA may issue.
- d. Nondiscrimination on the Basis of Sex. PART agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et seq.), with implementing DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- e. Nondiscrimination on the Basis of Age. PART agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- f. Nondiscrimination on the Basis of Disability. Pursuant to the FTA Master Agreement, PART shall comply and assures that each third party at any tier of the Project shall comply with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- (1) Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended (29 U.S.C. 794), prohibiting discrimination on the basis of disability by recipients of Federal financial assistance.
 - (2) The Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Section 12101 et. seq.) prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, and imposing specific requirements on public and private providers of transportation.
 - (3) U.S. DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, and 38, which specify accessibility requirements for the design and construction of new transportation facilities; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities, including a private non-profit entity operating as an agent of the State as a sub-recipient providing fixed-route service, to provide complementary para-transit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
 - (4) PART shall comply with any other applicable provisions of Titles I, II, III, IV and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions applicable to the underlying services covered by this Agreement.
23. Federal financial assistance may not be used to influence any Member of Congress or an officer or employee of any agency in connection with the making of any Federal contract, grant, or cooperative agreement.
24. PART certifies that it complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-VERIFY), and that at all times during the term of this Agreement, it will continue to comply with these requirements. PART also certifies that it will require all subcontractors that perform work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.
25. Following the two year operating start up of the new service provided by PART, and in each year thereafter, FTA Section 5307 urbanized area funds eligible to support PART Express operations and/or capital expenditures from the Greensboro UZA will be used to support this ongoing service at a level not less than \$250,000 each year.

The amount of FTA Section 5307 urbanized area funds from the Greensboro UZA that will be distributed to PART to support this ongoing service will be tied to the amount of Section 5307 funds attributed to the Greensboro Urbanized Area due to the inclusion of PART's bus revenue vehicle miles and bus passenger miles in the apportionment of Section 5307 funds for the Greensboro Urbanized Area up to the minimum amount of \$250,000.

If the amount of funds attributed to the Greensboro Urbanized Area due to the inclusion of PART's bus revenue vehicle miles and bus passenger miles in the apportionment of Section 5307 funds for the Greensboro Urbanized Area is higher than \$250,000, then PART may request that the CITY seek an increase in the amount of Section 5307 funds, from the urbanized area to be distributed to PART.

26. The CITY agrees to reimburse PART within 30 days of receiving monthly invoices for subject federal JARC funds for the new services operated by PART.

27. This Agreement may be terminated by either party upon ninety days' notice.

IN WITNESS WHEREOF, the authorized parties below have signed on the date first written above in triplicate originals.

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION
(SEAL)

BY:_____

ATTEST:_____

TITLE:_____

TITLE:_____

DATED:_____

DATED:_____

GREENSBORO TRANSIT AUTHORITY
(SEAL)

BY:_____

ATTEST:_____

TITLE:_____

TITLE:_____

DATED:_____

DATED:_____