

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

October 3, 2012

Mr. Steve Ewart, Transportation Coordinator
Jonesboro Economical Transportation System
P.O. Box 1845
Jonesboro, AR 72403

Dear Mr. Ewart:

Reference is made to your Federal Transit Administration's (FTA) Section 5316 Job Access Reverse Commute project. A copy of the signed agreement is enclosed for your files.

The amounts below reflect the level approved for your 2013 project. **Your computer hardware will need to be purchased within 6 months of receipt of this letter.** Please use the following Federal and State job numbers on all claims and correspondence related to this project.

	Operating	Capital	Capital
FTA Grant	AR-37-X014	AR-37-X014	AR-37-X014
State Project Number	H664	D664	D664
Federal Share	\$110,000	\$38,400	\$1,200
Total Project Amount	\$220,000	\$48,000	\$1,500

Should you have any questions, please contact Charles Brewer, Program Manager, at (501) 569-2478.

Sincerely,

A handwritten signature in black ink that reads 'Don McMillen'.

Don McMillen, Administrator
Public Transportation Programs

Enclosure

DWM:cab

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

**US DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION GRANT ASSISTANCE PROGRAMS**

**AGREEMENT FOR PUBLIC TRANSPORTATION GRANT ASSISTANCE
PROVIDED UNDER
49 UNITED STATE CODE CHAPTER 53**

THIS AGREEMENT, entered into this 5th day of Sept, 2012, by and between the Arkansas State Highway and Transportation Department, hereinafter referred to as "DEPARTMENT", and Jonesboro Economical Transportation System; P.O. Box 1845; Jonesboro, AR 72403 hereinafter referred to as "SUBRECIPIENT", is for the specific purpose of developing transportation services planned, designed, and carried out to meet the special needs of persons with disabilities, hereinafter referred to as "PROJECT".

WITNESSETH:

For and in consideration of the grant awards set forth in this Agreement and in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the terms and conditions under which the Department will provide Federal financial assistance, as authorized under 49 USC Chapter 53 (specifically Sections 5310, 5316 and 5317) to the Subrecipient to carry out the Project of developing transportation services designed to meet the special needs of the elderly, persons with disabilities and persons with low incomes.
2. **SCOPE OF PROJECT.** Subrecipient will undertake and complete the Project as specified herein, subject to such terms, conditions, requirements, and provisions set forth in this Agreement, or determined by the Department to be necessary or appropriate for purposes of carrying out Federal Transit Administration guidance on the administration of the transit assistance program to meet the special needs of the elderly, persons with disabilities and persons with low incomes.
3. **PERIOD OF PERFORMANCE.** Subrecipient will commence, carry on, and complete the Project, in a sound, timely, economical, and efficient manner for the duration of the Agreement period to commence on the date of execution and continue until Project completion as specified by the Department. The Department, at its discretion, may extend the Agreement, annually, for an additional four years to allow for continued performance of the original project and/or additional approved projects during the five year period. Subrecipient will carry on the tasks outlined in the current approved application.
4. **STATEMENT OF FINANCIAL ASSISTANCE.** This Agreement is subject to a financial assistance Agreement between the Department, the State of Arkansas, the Federal Transit Administration, and the United States Department of Transportation.
5. **COST OF THE PROJECT.** Financial assistance for services performed under this Agreement shall be set forth and limited to the amounts contained in the annual letter of execution and approved budget, which is hereto referenced and made a part of this Agreement. The financial

assistance authorized pursuant to this section shall not exceed eighty (80) percent of the net cost of eligible capital expenses, and shall not exceed fifty (50) percent of net costs eligible operating and administrative expenses approved by the Department. All direct and indirect Project costs shall be actual auditable costs incurred under this Agreement.

The Subrecipient shall bear the responsibility for all costs determined to be in the amount specified in the approved project budget. The Subrecipient shall initiate and complete all actions necessary to provide its share of the Project costs at, or prior to, the time such funds are needed to meet Projects costs. The Subrecipient may request reimbursement for approved Project costs by properly preparing and executing a request for reimbursement form to be supplied by the Department in the manner and format required. Requests for reimbursement with all required reports and supporting documentation may be submitted on a monthly basis or must be submitted at least quarterly. The Subrecipient shall submit a final claim for reimbursement within sixty (60) days of the Project's completion.

The Subrecipient shall bear the responsibility for all costs determined to be ineligible for Federal financial assistance and shall refund to the State such funds.

6. **THIRD-PARTY CONTRACTS.** Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any other agreement, amendment or change thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

7. **PURCHASE OF EQUIPMENT AND/OR FACILITIES.** All professional services, project equipment and/or facilities financed in whole or in part pursuant to this Agreement shall be purchased by, and in the name of, the Subrecipient in accordance with applicable State laws and standards and applicable Federal and U.S. Department of Transportation laws and regulations. All procurement actions shall reflect full and open competition and be thoroughly documented to leave a clear and accurate audit trail. For the purchase of vehicles ordered by the Department, the Subrecipient is required to have sufficient financial resources to assure cash payment of the local match within ten (10) calendar days of notice to possess the vehicles.

All bid specifications for equipment and/or facilities developed by the Subrecipient must be approved by the Department in writing prior to a bid release. Any party developing bid specifications for the Subrecipient is prohibited from placing a bid based upon those specifications.

8. **TITLE TO EQUIPMENT.** Title to Project equipment shall be registered in the name of the Subrecipient at the time of its initial purchase to begin operations. At that time a lien prepared by and in the name of the Department will be registered against the title by the Subrecipient. The lien prohibits the Subrecipient from selling or otherwise conveying title of the Project equipment without the knowledge and permission of the Department.

9. **DISPOSITION OF PROPERTY.** Project equipment shall be used for the provisions pursuant to this Agreement for the duration of its useful life. Subrecipient shall immediately notify the Department in all cases where project equipment is used in a manner substantially different from the Project description and intent.

In the event that any Project equipment is not used in the proper manner or is withdrawn from services to be performed, Subrecipient shall be in default of this Agreement and shall

immediately notify the Department. Upon termination of the Project, equipment purchased under the Project shall be surrendered to the Department by Subrecipient.

10. **INSURANCE AND MAINTENANCE.** Subrecipient shall maintain, in an amount and form satisfactory to the Department, such insurance, as will be adequate to protect Project equipment. Subrecipient shall submit to the Department, at the time of Project equipment delivery, proof of insurance acceptable to the Department, and shall maintain current such proof of insurance.

The Subrecipient shall maintain such equipment at a high level of cleanliness, safety and mechanical soundness throughout the equipment's useful life. The Subrecipient is required to meet at least the minimum manufacturer's recommendations for maintenance. Maintenance schedules and service documentation—including oil changes and other regular service intervals—should be kept on each vehicle, which meet the minimum requirements of the vehicle warranty and provide for the continuous safe operation of the vehicles throughout the useful life. This maintenance requirement also applies to all equipment designed to meet the needs of persons with disabilities. The Department shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this section.

11. **RECORDS AND REPORTS.** Subrecipient shall advise the Department regarding progress of the Project by submission of reporting forms in such manner as the Department may require. The Subrecipient shall keep satisfactory records with regard to use of Project equipment and submit to the Department upon request such information as is required to assure compliance with this Agreement.

All records relating to this Project shall be maintained by the Subrecipient for three (3) years after final payment from the Department. The Subrecipient shall retain and make available to the Department financial statements, data, records, contracts, inspections, and any other documents pertaining to the Project. The Department shall have access to the premises of the Subrecipient at all reasonable times and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the Project. An inventory of capital equipment shall be maintained in perpetuity.

12. **AUDIT AND INSPECTION.** The Subrecipient shall permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicles, facilities, and equipment purchased by the Subrecipient as part of the Project; all services rendered by the Subrecipient by the use of such vehicles, facilities, and equipment; and all relevant Project data and records. The Subrecipient shall permit the above named persons, or authorized representatives, to audit the books, records, and accounts pertaining to the Project.

13. **AGREEMENT CHANGES.** If, during the course of the Project, it may be necessary to affect certain changes and/or modifications by Subrecipient, all such changes and/or modifications shall be justified in writing by the Subrecipient and approved by the Department. Any changes and/or modifications necessitated by the Department will be negotiated with the Subrecipient.

14. **ARBITRATION.** Any dispute concerning a question of fact in connection with the work to be accomplished under this Agreement between the parties hereto shall be referred to the Assistant Chief Engineer for Planning of the Department or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive.

15. **TERMINATION.** The Department may terminate this Project and cancel this Agreement by giving thirty (30) calendar days notice in writing if the continuation of the Project would not produce beneficial results commensurate with the purposes and objectives set forth in the Subrecipient's application for assistance and this Agreement.

The Department may, by giving written notice to Subrecipient, immediately terminate the Project and cancel this Agreement for the following reasons:

- (1) Subrecipient takes any action pertaining to this Agreement without the approval of the Department and which, under the provisions of this Agreement, would have required the approval of the Department; or,
- (2) The commencement, execution or timely completion of the Project by the Subrecipient is, for any reason, rendered improbable, impossible or illegal; or,
- (3) The Subrecipient is in default under any provision of the Agreement.

This Agreement may also be terminated for convenience by mutual agreement and consent of the parties hereto.

16. **GOVERNING RULES AND REGULATIONS.** The Subrecipient and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of the Agreement, including, without limitation, worker's compensation laws, and salary and wage statutes and regulations. Rules, regulations, and guidance contained in the current State Management Plan prepared by the Department is applicable to the execution of this Agreement. When required, the Subrecipient shall furnish the State with satisfactory proof of its compliance therewith.

The Subrecipient agrees that, in the absence of a waiver by the Department of Labor, the terms and conditions of the Unified Protective Arrangement and the Section 13(c) Warranty Arrangement, each incorporated by reference, shall apply, if applicable, for the protection of the employees of any employer providing transportation services assisted by the Project and the employees of any other surface transportation providers in the transportation service area of the Project. The Arrangements shall be binding and enforceable by and upon the parties thereto, by any covered employee or his representative and any other agency designated by the Department of Labor.

The Subrecipient agrees to comply with the labor protection requirements as established by the Secretary of Labor and that the interests of employees are fair and equitable. Further, in the event that a project involves construction, the Subrecipient shall ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

17. **FEDERAL TERMS AND CONDITIONS.** The Subrecipient, being the Subrecipient of Federal financial assistance under the provisions of the Federal Transit Act, as amended, agrees to all applicable standard terms and conditions set forth in the most current Federal Transit Administration Master Agreement, which is hereto referenced and made part of this Agreement.

Subrecipient shall include those terms and conditions, referenced above in this section, in all subcontracts entered into pursuant to the Agreement.

18. NOTICE OF NONDISCRIMINATION: The Department complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices.

The Subrecipient will comply with provisions of the American with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FTA Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

The Subrecipient will include the Notice of Nondiscrimination in any bulletins, announcements, handbooks, pamphlets, brochures, recruitment materials, application forms, and other publications that are made available to the public at large, prospective participants, applicants, or employees.

19. HOLD HARMLESS CLAUSE. Subrecipient shall hold harmless the Department and the U. S. Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employees.

20. SEVERABILITY. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. STANDARD DOT TITLE VI ASSURANCE. The Subrecipient hereby agrees to as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, disability or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, a copy of which is attached. That the Subrecipient shall insert the clauses of Appendix A, B and C of this assurance in every contract subject to the Act and the Regulations.

APPENDIX A

TITLE VI CONTRACT PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this contract. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person in the State of Arkansas shall, on the basis of race, color, national origin, sex, age, disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall 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 USDOT Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor or work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Arkansas State Highway & Transportation Department, or the U. S. Department of Transportation and its Affiliated Modes as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arkansas State Highway & Transportation Department shall impose such contract sanctions as it or the U. S. Department of Transportation and its Affiliated Modes may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes may

direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arkansas State Highway & Transportation Department to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer to real property, structures or improvements thereon, or interest therein from the United States:

(Granting Clause)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Arkansas, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the U. S. Department of Transportation and its Affiliated Modes of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the State of Arkansas all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(Habendum Clause)

TO HAVE AND TO HOLD said lands and interests therein unto the State of Arkansas, and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Arkansas, its successors and assigns.

The State of Arkansas, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed (,) (and)* (2) that the State of Arkansas, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the State of Arkansas, pursuant to the provisions of Assurance 7(a).

a. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. Include in licenses, leases, permits, etc.*

That in the event of breach of any of the above nondiscrimination covenants, the State of Arkansas, shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

c. Include in deeds*

That in the event of breach of any of the above nondiscrimination covenants, the State of Arkansas shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Arkansas and its assigns.

* -- Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the State of Arkansas, pursuant to the provisions of Assurance 7(b).

a. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, sex, national origin, or disability, shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in

compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. Include in licenses, leases, permits, etc.*

That in the event of breach of any of the above nondiscrimination covenants, the State of Arkansas, shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

c. Include in deeds*

That in the event of breach of any of the above nondiscrimination covenants, the State of Arkansas, shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Arkansas and its assigns.

* -- Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 5th day of Sept, 2012.

STATE OF ARKANSAS. Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Arkansas State Highway and Transportation Department.

BY: Scott D. Bennett
Director of Highways and Transportation

WITNESS: Linda Bruce

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(AHTD:PR: Revised 8/17/2012)