1. Call to Order
2. Roll Call
3. Approval of February 6, 2014 Meeting Minutes
4. Public Comment
5. Benefits Update – CBIZ
   Wellness Program Options
6. Other Business
   Insurance for temp. employees – Leslie Johnson
7. County Administrator
   Recommend Approval of a Resolution Authorizing Application for Public
   Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of
   1991, As Amended (49 U.S.C. § 5311)
   Review policy language regarding employee contributions for health insurance while
   on leaves such as disability, workers compensation and FMLA
8. Technology Director
   Recommend purchase of video recording equipment and configuration up to $2580
9. Action Items for County Board Meeting
10. Public Comment
11. Executive Session
12. Adjournment
I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick (9:07a.m.), Dan Koukol, Judy Gilmour, John Purcell

Committee Members Absent: Elizabeth Flowers

Others present: Glen Campos, Chris Childress, Leslie Johnson, Stan Laken, Jim Pajauskas, Becki Rudolph, and Jeff Wilkins

III. APPROVAL OF DECEMBER 5, 2013 MEETING MINUTES – Motion to approve the minutes from December 5, 2013 made by Dan Koukol, second by John Purcell. With all in agreement, the motion carried.

IV. REPORTS

Insurance/Benefits Update: CBIZ: Jim Pajauskas provided an update on wellness. Mr. Pajauskas said that in the past CBIZ provided wellness clinics to county employees covered under the PPO and HMO plans. The county discontinued that service last year because the insurance company’s relationship with vendors changed due to the Affordable Care Act. HMO Participants would not be eligible for free wellness screenings because of HMO policy restrictions, but could participate at a cost of $100. The County would need a minimum of 30 participants to participate for IHS to come to the worksite location.

Mr. Pajauskas will compile statistics from the wellness model used at CBIZ that will provide potential premium savings for the County at the next meeting.

County Administrator – Jeff Wilkins summarized the monthly Human Resource reports with the committee.

Technology Director – Stan Laken stated that the current focus of Technology is updating software including the email system upgrade from 2007 to 2013. Technology is also working on the Sheriff’s office New World system upgrade. Technology is also upgrading GIS and Mapping. The GIS Aerial flight is scheduled for Spring 2014.

Technology is deploying new computers that were included in the budget, and maintaining the old computers. They have also identified some XP computers in the County. They were notified by Microsoft that they are dropping support on XP, so they are working to get those computers to get those upgraded to Windows 7. Mr. Laken is working with Facilities Management on the Video recording for Board room, they are working on solutions to connection for a microphone on the Media table, and the need for an audio feed for the camera that will be mounted on the ceiling.
OTHER DEPARTMENT HEAD AND ELECTED OFFICIALS REPORTS – None

V. OLD BUSINESS - None

VI. NEW BUSINESS

- **Workman’s Comp Claims** – Leslie Johnson said that the State’s Attorney’s Office wanted to make sure that the county is following the protocol that the Board would like established for employee injuries in the workplace. Ms. Johnson stated that between January 9th and January 14th, there were 7 employees and 1 citizen that suffered injuries due to falls in/outside of county buildings. Ms. Johnson said that they received several calls regarding the correct procedures for reporting workplace accidents.

Ms. Johnson stated that the States Attorney’s Office doesn’t normally receive notification of workers comp claims. Ms. Johnson stated that because of the necessity of timely submission requirements to the insurance company, she asked if the committee would like to continue with the existing procedure of department heads and elected officials completing the injury forms, submitting them to Human Resources for submission to the insurance company. Human Resources then will work with the insurance company and injured employee directly as needed. Ms. Johnson said she is comfortable with the current procedure from a legal stand-point, but she wanted to make the committee aware of the current procedure, but stressed the importance of Human Resources tendering the claims in a timely manner. **The committee agreed to continue with the existing procedure.**

- **Recommend approval of resolution authorizing applications for and execution of a FFY 2013 and 2014 Section 5310 grant agreement under the Regional Transportation Authority’s general authority to make such grants** – Jeff Wilkins reviewed the resolution and attached documentation with the committee. This grant was formerly called New Freedom, but that program is no longer in existence. The supplemental dollars are intended for operation of the Kendall Area Transit program. The grant requested amount is $92,000. Mr. Wilkins said this is technically a federally funded grant versus a state funded grant, and is not new money. Leslie Johnson will review the document prior to the February 18, 2014 County Board meeting.

John Purcell made a motion to forward to the County Board for approval the resolution authorizing applications for and execution of a FFY 2013 and 2014 Section 5310 grant agreement under the Regional Transportation Authority’s general authority to make such grants, second by Lynn Cullick. **With all in attendance in agreement, the motion carried.**

- **Update Electric Supply Referendum** - Chris Childress, Progressive Energy reviewed the informational letter with the committee. Leslie Johnson stated that the States Attorney’s office has reviewed the letter, and said the letter is for information only to unincorporated county households. Mr. Childress said there will be a recorded call campaign, call communication center, yard signs, Facebook and website links and many other community outreach efforts to make citizens more aware of the electric supply referendum. Progressive Energy incurs all cost for promoting/marketing the Electric Aggregation Item on the referendum. The letter will only be sent to registered voters in unincorporated
VII. ACTION ITEMS FOR COUNTY BOARD

- Recommend approval of resolution authorizing applications for and execution of a FFY 2013 and 2014 Section 5310 grant agreement under the Regional Transportation Authority’s general authority to make such grants

VIII. ITEMS FOR COMMITTEE OF THE WHOLE – None

IX. EXECUTIVE SESSION – None

X. PUBLIC COMMENT – None

XI. ADJOURNMENT
Lynn Cullick moved to adjourn the meeting at 10:34a.m., John Purcell seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
Corporate Wellness Profile

Opportunity Assessment Summary

An important strategy for addressing soaring health care costs is to reduce the need for medical services by keeping people healthy. Research shows that as health risks increase, costs increase. Conversely, as health risks decrease, costs decrease.\(^1\), \(^2\) Organizations can therefore offer wellness programs to lower these risks and achieve other benefits. Below is your Corporate Wellness Classification, which reflects your organization's current wellness status based on results generated by the CBIZ Opportunity Assessment.

**Discovering**  
Classifications: Discovering  
Overall Score: 14 (out of 100)

As a Discovering organization, you have the potential to improve employee health and employee risks by improving your program strategy. Through the Opportunity Assessment, CBIZ Wellness Solutions has identified six key elements of a successful wellness initiative. It is recommended that Bell Flavors and Fragrances, Inc focus on gaining senior leadership support and address policies that promote employee health. A supportive environment, such as a tobacco-free policy, can play a critical role in helping employees adopt healthier behaviors.

CBIZ has identified six key elements of a successful wellness initiative. Organizations that fully embrace aspects of all six elements will:

- Lower health care cost trends
- Increase productivity
- Reduce absenteeism
- Reduce presenteeism
- Improve employee safety
- Enhance recruitment and retention of employees
- Improve employee morale
Wellness Profile: Strengths and Opportunities


Please note that the information provided herein is not intended to be, and should not be construed as, a legal or tax opinion or advice. The use of these models are for demonstration purposes only and, therefore, CBIZ makes no representations or guaranties from the use of these models since each
Corporate Wellness Profile

ROI Estimator Summary

The expected savings for a wellness program is a combination of the intensity with which an employee participates, the number of employees that participate, and the organization's commitment to health. Based on the information you provided below, along with national norms, the CBIZ Wellness Solutions model illustrates for Bell Flavors and Fragrances, Inc a potential range of savings for seven chronic conditions: diabetes, high blood pressure, high cholesterol, asthma, physical inactivity, smoking and depression. The savings are derived from national norms for costs of care, potential savings for each condition, the number of employees likely to be diagnosed, and savings in indirect costs like sick days, disability claims and presenteeism.

Total Medical and Rx Claim Costs Last Year: $1,568,065
Number of Employee on the Plan: 143
Annual Incentive for Employees Who Participate (per employee): $0
Annual Vendor Costs (per employee): $0
Additional Costs: $0

We know that higher employee engagement drives higher savings. To help Bell Flavors and Fragrances, Inc better understand the potential savings, three distinct participation levels are outlined for your organization.

Assumes 25% Employee Engagement:

<table>
<thead>
<tr>
<th></th>
<th>Savings on Claims</th>
<th>Productivity Savings</th>
<th>Program Costs</th>
<th>Net Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Range</td>
<td>$11,885</td>
<td>$3,050</td>
<td>$0</td>
<td>$19,915</td>
</tr>
<tr>
<td>% of Claims</td>
<td>0.8%</td>
<td>0.5%</td>
<td>0%</td>
<td>1.3%</td>
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<tr>
<td>Expected Range</td>
<td>$14,238</td>
<td>$16,100</td>
<td>$0</td>
<td>$30,338</td>
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<tr>
<td>% of Claims</td>
<td>0.9%</td>
<td>1%</td>
<td>0%</td>
<td>1.9%</td>
</tr>
<tr>
<td>High Range</td>
<td>$17,085</td>
<td>$40,250</td>
<td>$0</td>
<td>$57,335</td>
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<tr>
<td>% of Claims</td>
<td>1.1%</td>
<td>2.6%</td>
<td>0%</td>
<td>3.7%</td>
</tr>
</tbody>
</table>
Assumes 50% Employee Engagement:

<table>
<thead>
<tr>
<th>Savings on Claims</th>
<th>Productivity Savings</th>
<th>Program Costs</th>
<th>Net Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Range</td>
<td>$23,727</td>
<td>$16,100</td>
<td>$0</td>
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<tr>
<td>% of Claims</td>
<td>2.5%</td>
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<td>0%</td>
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<tr>
<td>Expected Range</td>
<td>$24,472</td>
<td>$32,200</td>
<td>$0</td>
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<tr>
<td>% of Claims</td>
<td>2.8%</td>
<td>2.1%</td>
<td>0%</td>
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<tr>
<td>High Range</td>
<td>$34,166</td>
<td>$90,580</td>
<td>$0</td>
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<tr>
<td>% of Claims</td>
<td>2.2%</td>
<td>5.1%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Assumes 75% Employee Engagement:

<table>
<thead>
<tr>
<th>Savings on Claims</th>
<th>Productivity Savings</th>
<th>Program Costs</th>
<th>Net Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Range</td>
<td>$33,592</td>
<td>$24,250</td>
<td>$0</td>
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<tr>
<td>% of Claims</td>
<td>3.3%</td>
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<tr>
<td>Expected Range</td>
<td>$41,711</td>
<td>$49,500</td>
<td>$0</td>
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<td>% of Claims</td>
<td>2.7%</td>
<td>3.1%</td>
<td>0%</td>
</tr>
<tr>
<td>High Range</td>
<td>$54,656</td>
<td>$121,250</td>
<td>$0</td>
</tr>
<tr>
<td>% of Claims</td>
<td>3.3%</td>
<td>7.7%</td>
<td>0%</td>
</tr>
</tbody>
</table>
## Expected Savings at 50% Engagement, Before Program Costs are Deducted

<table>
<thead>
<tr>
<th>Main Risk Factors</th>
<th>Medical &amp; Rx Claims</th>
<th>Productivity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Est. Addl</td>
<td>Expected Savings per Engaged EE</td>
<td>Expected Savings per EE</td>
</tr>
<tr>
<td></td>
<td>Med &amp; Rx Claims</td>
<td>EE=</td>
<td>$6</td>
</tr>
<tr>
<td>No Risk Factor</td>
<td>$0</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>Diabetes</td>
<td>$3,215</td>
<td></td>
<td>50%</td>
</tr>
<tr>
<td>High Blood Pressure</td>
<td>$1,081</td>
<td></td>
<td>25%</td>
</tr>
<tr>
<td>High Cholesterol</td>
<td>($73)</td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>Asthma</td>
<td>$1,631</td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>Physical Inactivity</td>
<td>$961</td>
<td></td>
<td>15%</td>
</tr>
<tr>
<td>Smoking</td>
<td>$1,340</td>
<td></td>
<td>5%</td>
</tr>
<tr>
<td>Depression</td>
<td>$6,466</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>$28,468</td>
<td></td>
<td>22%</td>
</tr>
</tbody>
</table>

### Sources
- Percent of employees at risk is calculated by "A Purchaser's Guide to Critical Preventative Services: Moving Science into Coverage", authored in 2004 by Kathleen Phillip Caro, PhD, MPH of the Center for Prevention and Health Services at the National Business Group, and by Andrew Lance, MPH, SDM, of the Division of Partnerships and Strategic Alliances in the National Center for Health Marketing at the Center for Disease Control and Prevention.

Cost-saving percentages values for each of the targeted risk factors were derived from published case studies. Each value represents an approximate median level of aggregate medical care and lost productivity cost savings associated with a comprehensive employee health and productivity program, as provided in 2009 by David Chramba from Chramba & Company, Inc.

Primary references cited in constructing the respective cost-saving values include:

Lower range of ratio of productivity costs to claims costs were taken from "A Purchaser's Guide to Critical Preventative Services: Moving Science into Coverage", authored in 2004 by Kathleen Phillip Caro, PhD, MPH of the Center for Prevention and Health Services at the National Business Group, and by Andrew Lance, MPH, of the Division of Partnerships and Strategic Alliances in the National Center for Health Marketing at the Center for Disease Control and Prevention.

Primary reference cited in constructing the higher range of ratio of productivity costs to claims costs includes:

Please note that the information provided herein is not intended to be and should not be construed as, legal or tax opinion or advice. The use of these models are for demonstration purposes only and, therefore, CBIZ makes no representations or guarantees from the use of these models since each entity's information and situation is unique to that client. It is recommended that you consult your own attorney or other adviser relating to your particular circumstances or those of any person or entity you may advise or to whom you may provide consulting services.
Corporate Wellness Profile

Opportunity Assessment

1. Employees receive a majority of the employer health communications from senior leadership.

2. Senior leaders participate in worksite wellness programs and/or exhibit healthy lifestyles.

3. Employees are educated on health care consumerism at new hire orientation and during open enrollment.

4. Areas of the worksite have been designated for physical activity (exercise facility, walking routes, well-marked stairways, etc.)

5. Healthy food selections are provided in vending machines and in the on-site employee food service (if applicable).

6. Your organization annually conducts and reviews results from the Health Risk Assessment (HRA).

7. A majority of your employees participate in an on-site biometric health screening each year.

8. Employees who participate in at least one health program receive a financial incentive. (Choose one):
   a. $250 per year
   b. $500 per year
   c. No financial incentives are offered

9. Your organization reviews the impact of employee health initiatives such as participation and participant satisfaction annually.

10. Your organization budgets additional funds for employee health and productivity above and beyond carrier-provided funds.

11. Your organization has measurable goals and objectives for your employee health and productivity strategy.

12. The employee health vision and mission statement clearly connects to the organization's vision and mission.
Corporate Wellness Profile

Opportunity Assessment

☐ No  ☐ Yes  13. Your organization has an individual whose job description is dedicated to employee health and productivity.

☐ No  ☐ Yes  14. Your organization has an employee wellness committee that meets at least quarterly.

☐ No  ☐ Yes  15. Your employee wellness committee is comprised of members from a variety of departments and organizational levels.

☐ No  ☐ Yes  16. A majority (more than 60%) of your employees enroll in a qualified high-deductible health plan ($4,000).

☐ No  ☐ Yes  17. Employees are offered an incentive or reward to complete a Health Risk Assessment annually.

☐ No  ☐ Yes  18. Your organization offers employees at least one opportunity to meet age and gender appropriate preventive screenings at the workplace (i.e. biometric screenings, immunizations, mammograms, etc.).

☐ No  ☐ Yes  19. Incentives are awarded based on an individual’s health risk status or risk status improvement.

☐ No  ☐ Yes  20. Your organization references Health Risk Assessment results when developing the annual employee health initiatives and benefit plan design.

☐ No  ☐ Yes  21. Your organization receives an aggregate disease management utilization report at least annually (i.e. diabetes, asthma, CHD, hypertension, etc.).

☐ No  ☐ Yes  22. Your organization annually captures and reviews wellness program effectiveness with a scorecard.

Data is required for the following:

23. What was your organization’s total Medical and Rx costs last year? [ ]

☐ No  ☐ Yes  24. How many employees are covered on the plan? [ ]

☐ No  ☐ Yes  25. How much is the annual incentive for employees who participate in the wellness program? (Include premium differential, gift cards, merchandise, etc. Do NOT include plan design features such as waived copays or Rx deductibles. Enter zero if no incentive is offered.) [ ]

☐ No  ☐ Yes  26. How much does your organization pay or budget as a maximum for wellness vendors annually? (nearest dollar). [ ]

☐ No  ☐ Yes  27. What additional annual costs for expenses (i.e., implementation fees, computer, desk, etc.) are attributed to your wellness program? [ ]
PUBLIC NOTICE
KENDALL COUNTY
KENDALL COUNTY BOARD

Notice is hereby given that the Kendall County Board will hold a public hearing on Wednesday, March 19, 2013 at 9:00 a.m. at the Kendall County Office Building, Room 209 & 210 at 111 West Fox Street, Yorkville, IL. The purpose of this hearing is to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). The purpose of the assistance is to continue to provide demand response transportation services within Kendall County, commonly known as 'Kendall Area Transit'. All interested persons may attend and be heard. Questions can be directed to the Kendall County Office of Administrative Services, Telephone (630) 553-4171. Fax (630) 553-4214. Written comments should be directed to the Kendall County Office of Administrative Services, 111 West Fox Street, Yorkville, IL 60560 but shall only be entered as part of the record at the discretion of the Kendall County Board.

KENDALL COUNTY
OFFICE OF ADMINISTRATIVE SERVICES
RESOLUTION AUTHORIZING APPLICATION FOR PUBLIC TRANSPORTATION FINANCIAL
ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act;

WHEREAS, a public hearing was held on March 19, 2014 to obtain public comment on the environmental and economic impacts of the application for public transportation financial assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY.

Section 3. That while participating in said operating assistance program KENDALL COUNTY will provide all required local matching funds.

Section 4. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY such application.

Section 5. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 6. That the Kendall County Board Chairman of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2015.

Section 7. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2015.
Section 8. That the Kendall County Board Chairman of KENDALL COUNTY is hereby authorized to provide Affirmation of Applicant and the State's Attorney is authorized to provide Affirmation of the Applicant’s Attorney to the Federal Fiscal Year 2014 FTA Certifications and Assurances, attached hereto as Exhibit “A”.

Section 9. That the Kendall County Board approves the Acceptance of Special Warranty, attached hereto as Exhibit “B”, and understands as a condition of receipt of funds under 49 U.S.C. § 5311 funds, that 49 U.S.C. § 5333(b) requires fair and equitable arrangements must be made to protect the interests of employees affected by such assistance.

PRESENTED and ADOPTED this 19th day of March 2014

Attest:

John Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder
EXHIBIT "A"

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an Authorized Representative (You) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by the Applicant to, among other things, sign these Certifications and Assurances and bind the Applicant’s compliance. You, as the Authorized Representative, must select all Certifications and Assurances required of your Applicant (or it) to support its applications for FTA funding during Federal fiscal year (FY) 2014.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant’s behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant’s behalf. If your Applicant requests more than $100,000, you must also select the “Lobbying” Certification in Group 02, unless it is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participant(s) to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If your Applicant is a team, a consortium, a joint venture, or a partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the
Certifications and Assurances you select on its behalf, except as FTA determines otherwise in writing.

It is important that your Applicant and You 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 Project. Our FTA Master Agreement MA(20) for Federal FY 2014, available at http://www.fta.dot.gov, contains a list of most of those requirements.

We expect You to submit your Applicant’s FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web “Recipients” option at the “Cert’s & Assurances” tab of the “View/Modify Recipients” page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant’s FY 2014 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- FTA’s latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,
- The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,
- The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,
- The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and
- FTA’s authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

**GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

Before FTA may provide funding for your Applicant’s Project, in addition to any other Certifications and Assurances that you must select on behalf of your Applicant, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

1.A. Assurance of Authority of the Applicant and Its Authorized Representative.

You certify that both you, as your Applicant’s Authorized Representative, and your Applicant’s attorney, who is authorized to represent the Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:
1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.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 statutes and regulations to carry out any FTA funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
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 Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA, except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
a. In some instances, FTA has determined that Federal statutory or regulatory
program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:

1. New grants and cooperative agreements, and
2. New amendments to grants and cooperative agreements that:
   (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
   (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but

b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and

c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:

1. Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
2. Environmental Review Process,
3. Public Transportation Agency Safety Plans,
4. Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
5. Costs Incurred by Providers of Public Transportation by Vanpool,
6. Revenue Bonds as Local Match,
7. Debt Service Reserve,
8. Government’s Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
9. Private Sector Participation,
10. Bus Testing,
11. Buy America,
12. Corridor Preservation,
13. Rail Car Procurements,
14. Veterans Preference/Employment,
15. Alcohol and Controlled Substance Testing, and
16. Other provisions as FTA may determine.¹

1.C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for FTA's Tribal Transit Programs authorized by 49 U.S.C. 5311(c)(1)).

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 your Applicant has

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.


On behalf of your Applicant, you assure that:
1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
   a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
   e. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent 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:
      (1) It conducts each Project,
      (2) It undertakes property acquisitions, and
      (3) It operates its Project facilities, including:
         (a) Its entire facilities, and
         (b) Its facilities operated in connection with its Project,
   b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
   c. It will promptly take the necessary actions to carry out this assurance, including:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
   d. If it transfers FTA funded 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:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(1) While the property is used for the purpose that the Federal funding is extended, and
(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, and
   (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 laws, 49 U.S.C. 5332,
g. It will comply with 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 Project, except FTA and the Applicant (that later becomes 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, and
j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal funding is extended to its Project,
   (2) Its Project property is used for a purpose for which the Federal funding is extended,
   (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
   (4) It retains ownership or possession of its Project property, or
   (5) FTA may otherwise determine in writing, and

5307(c)(1)(D)(ii), you assure that:

a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
   (1) Construct any facility,
   (2) Obtain any rolling stock or other equipment,
   (3) Undertake studies,
   (4) Conduct research, or
   (5) Participate in or obtain any benefit from any FTA administered program, and

b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
   (1) Excluded from participation,
   (2) Denied benefits, or
   (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. 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,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified,
   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
      (1) 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,
      (2) Violation of any Federal or State antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
   c. It is not presently indicted for, or otherwise criminally or civilly charged by a
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,
d. 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,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and
   (4) It will require that each covered lower tier contractor and subcontractor:
      (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
      (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
         (a) Debarred from participation in its federally funded Project,
         (b) Suspended from participation in its federally funded Project,
         (c) Proposed for debarment from participation in its federally funded Project,
         (d) Declared ineligible to participate in its federally funded Project,
         (e) Voluntarily excluded from participation in its federally funded Project, or
         (f) Disqualified from participation in its federally funded Project, and
   3. It will provide a written explanation as indicated on a page attached in FTA’s TEAM- Web or the Signature Page 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 Certification Group 01.E.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. Administrative Activities. On behalf of your Applicant, you assure that:
   a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
      (1) Legal authority to apply for Federal funding,
      (2) Institutional capability,
      (3) Managerial capability, and
      (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
   b. It will give limited access and the right to examine Project-related materials to
entities or individuals, as required, including, but not limited to the:

1. FTA,
2. The Comptroller General of the United States, and
3. State, through an authorized representative, if appropriate,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and

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. The appearance of a personal or organizational conflict of interest or personal gain,

2. Project Specifics. On behalf of your Applicant, you assure that:

a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,

b. For FTA funded construction Projects:
   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 with the approved plans and specifications,
   3. It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
   4. To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
   5. It will not alter the site of the FTA funded construction Project 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, and

c. It will furnish progress reports and other information as FTA or the State may require, and

3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:

a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
   1. The prohibitions against discrimination on the basis of 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 on the basis of 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,
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,

(4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,

(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.,

(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 on the basis of 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 on the basis of 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, and

(10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,

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 funding has been provided for any of the real property acquired for Project purposes:

(1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and

(2) It has the necessary legal authority under State and local laws and regulations 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, and

(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 required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
   1. Displaced families or individuals, and
2 Displaced Partnerships, corporations, or associations,

(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 displaced:

1 Families and individuals, and
2 Partnerships, corporations, or associations,

(d) As required 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:

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 funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to FTA funded 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, relating to any FTA funded Project involving relocation or land acquisition, and

(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. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(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 funded Projects 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
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(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 that may be prescribed to implement Federal laws and executive orders, including, but not limited to:

(1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 - 4335 and 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 floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) Complying with the assurance of Project 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 1955, as amended, 42 U.S.C. 7401 - 7671q,

(7) Complying with the 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 Project, as required by 49 U.S.C. 303,

(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, and

(11) Complying with and facilitating compliance with:

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 - 469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warmblooded animals held or used for research, teaching, or other activities supported by Federal funding:

(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, 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 funded building,
i. Comply with, and assure that its Subrecipients located in special flood hazard
areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as
amended, 42 U.S.C. 4012a(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. 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 officers and employees whose
primary employment activities are financed in whole or part with Federal
funds, 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 FTA funding appropriated or made available for
49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does
not otherwise apply,
k. Perform the financial and compliance audits as required by:
   (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-
Profit Organizations,” Revised, and
   (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions
for the U.S. DOT,
l. Comply with all other Federal laws or regulations that apply, and
m. Follow Federal guidance governing it and its Project, except to the extent that
FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal grant or cooperative agreement
exceeding $100,000 or a Federal loan, line of credit, loan guarantee, or loan insurance
exceeding $150,000, in addition to other Certifications and Assurances you must select
on your Applicant’s behalf, you must also select the Lobbying Certifications in Group 02,
unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352
or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or
other Third Party Participant in its Project, except as FTA determines otherwise in
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

On behalf of your Applicant, you certify that:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in Federal funding for a grant or cooperative agreement, and
      (2) For $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (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 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, and
      (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. It will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with its instructions, 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, and
      (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, and
   c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
      (1) Third party contracts,
      (2) Subcontracts,
      (3) Subagreements, and
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(4) Other third party agreements under a:
   (a) Federal grant or cooperative agreement, or
   (b) Federal loan, line of credit, loan guarantee, or loan insurance,

3. It understands that:
   a. This Certification 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
      funding 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, and

4. It also 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.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in
Group 03 on behalf of your Applicant, especially if it is a State, local, or Indian tribal
government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and
Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or
other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable
Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement
system will comply with all Federal laws and regulations in accordance with applicable
Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public
transportation property or operation of public transportation facilities or equipment, in
addition to other Certifications you must select on your Applicant's behalf, you must also
select the Private Property Protections Assurances in Group 04.A and enter into the
Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA
determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.


If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding 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 Group 04.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. It has or will have:
   a. Determined that the funding is essential to carrying out a 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, and

2. It has completed the actions described in Group 4.A.1 of this Certification before it:
   a. Acquires the property or an interest in the property of a private provider of public transportation, or
   b. 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.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.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 by Recipients of FTA funding for transportation Projects with Federal funding 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 becomes a Recipient of Federal funding 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, and
   (2) Any Third Party Participant that receives Federal funding 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 Project,

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 Project 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 it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and

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 FTA funding appropriated or made available for its Project that has engaged in a pattern of violations 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 it has elected in its
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

latest annual Certifications and Assurances, and
(2) These corrective measures and remedies may include:
   (a) Barring it or any Third Party Participant operating public transportation
       under the Project that has provided prohibited charter service from
       receiving FTA funds,
   (b) Withholding an amount of Federal funds as provided by Appendix D to
       FTA's Charter Service regulations, or
   (c) Any other appropriate remedy that may apply, and

2. In addition to the exceptions to the charter service 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
      funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used
      for Job Access and Reverse Commute (JARC) activities that would have been
      eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a
      previous fiscal year, provided that it uses that FTA funding for those program
      purposes only,
   b. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks
      funding appropriated or made available for 49 U.S.C. 5310, to be used for New
      Freedom activities that would have been eligible for assistance under repealed
      49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that
      FTA funding for those program purposes only, and
   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 Recipient provides a
      private intercity or charter transportation operator reasonable access to that
      Recipient's federally funded public transportation facilities, including intermodal
      facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C.
      5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment,
the School Bus Agreement in Group 04.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), on
behalf of your Applicant, you are entering into the following School Bus Agreement:
1. FTA’s “School Bus Operations” regulations restrict school bus operations using
   facilities and equipment acquired with Federal funding 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 becomes a Recipient of Federal funding 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, and
b. Any Third Party Participant that receives Federal funding 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. Other Third Party Participant in the Project,

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant’s Project, 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 you have selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and

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 transit funds, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Certifications in Group 05.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. It 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. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 03.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:
1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
   a. 49 U.S.C. 5318, and
   b. FTA regulations, “Bus Testing,” 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
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:
   a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
      (1) That bus has been tested at FTA’s bus testing facility, and
      (2) That bus has received a copy of the test report prepared on that new bus
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

model, and
b. It will not authorize final acceptance of the bus until:
   (1) The bus has been tested at FTA’s bus testing facility, and
   (2) It has received a copy of the test report prepared on that new bus model,
3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
   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, and
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 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, and
2. Viewed in its entirety, its service for individuals with disabilities is:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

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 reservation capability, and
   (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 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 Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and

2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded 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 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).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

chapter 53 to support interest or financing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, or finance leasing costs, in addition to other Certifications and Assurances you must select on your Applicant’s behalf; you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.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 other financing costs unless:
   a. It is eligible to receive Federal funding for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
   a. Urbanized Area Formula Grants Projects,
   b. Projects under Full Funding Grant Agreements,
   c. Projects with Early Systems Work Agreements,
   d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
   e. State of Good Repair Projects,
   f. Bus and Bus Facilities Projects, and
   g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B
applies 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, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
   a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
   b. It completes these calculations before the later of:
      (1) Entering into the lease, or
      (2) Receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant’s Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.


If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09 apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing,
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.


If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing,
   and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 10. 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 funding for your Applicant’s Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 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 a State Applicant, 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 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, and

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 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 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.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant’s New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 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 following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

**GROUP 12. STATE OF GOOD REPAIR PROGRAM.**

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

**GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.**

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and
14.B. The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant’s Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or
other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that “[t]he requirements of section 5307 apply to recipients of grants made under this section.” Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. 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), cannot 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.5339, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and

6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its
Fiscal Year 2014 Certifications and Assurances

- Funding available to it under 49 U.S.C. 5339,
- Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
- Has published or will publish a 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 Program of Projects and its performance as an Applicant or Recipient,
- Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
- Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   - Has or will have the amount of funds required for the local share,
   - Will provide the local share funds from sources approved by FTA, and
   - Will provide the local share funds when needed,

8. It will comply with:
   - The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   - The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,

9. It has a locally developed process to solicit and consider public comment before:
   - Raising a fare, or
   - Implementing a major reduction of public transportation, and

10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

14.B. Bus and Bus Related Equipment and Facilities Grant Program
(Discretionary)

If your Applicant seeks FTA funding for its Project under the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
FPA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,

15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,

15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and

15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant’s Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

*Any provision of the Certifications in Group 15 that does not apply will not be enforced.*

15.A. Urbanized Area Formula Grants Program under MAP-21.

*If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013 and 2014 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 following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. 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), cannot 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.*), or
   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 the:
   a. General Provisions of 49 U.S.C. 5323, and

6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
f. 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. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
a. Has or will have the amount of funds required for the local share,
b. Will provide the local share funds from sources approved by FTA, and
c. Will provide the local share funds 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, and
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. At least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area must be expended for public transportation security Projects 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) Providing 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 Project 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 transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant’s urbanized area must be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

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. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements,
as defined in 49 U.S.C. 5302(1),
b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
(1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
(2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. § 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15 B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any elderly individual,
   b. Any handicapped individual, as described in 49 CFR part 27,
   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.), or
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 former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
c. “Buy America” under 49 U.S.C. 5323(j),
d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
f. “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
   b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
   c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient’s performance,
   d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
   e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other U.S. Government sources,
   f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
   g. Will make or has made the final Program of Projects available to the public,
8. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. 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,
11. Each fiscal year:
   a. At least one (1) percent of the 49 U.S.C. 5307 funding apportioned to an urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or
more), 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 Project intended to increase the security and safety of an existing or planned public transportation, or
b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web).

12. If it serves an urbanized area with a population of at least 200,000 individuals:
a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
(1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
(2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and

c. The report of its or the Designated Recipients’ Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

C. Passenger Ferry Grant Program.

*If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (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 following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. 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), cannot 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.), or
   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 the:
   a. General Provisions of 49 U.S.C. 5323, and
6. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds 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, and
9. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will make awards of JARC funding on a competitive basis following:
   (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
   (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
c. As required by former 49 U.S.C. 5316:
   (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated, and
   (2) That locally developed and coordinated plan was produced through a process that included:
      (a) Representatives of public, private, and nonprofit transportation providers,
      (b) Human service providers, and
      (c) Participation by the public,
d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
   (1) The State’s chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
   (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316,

2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) The legal capacity,
(2) The financial capacity, and  
(3) The technical capacity,  
b. It has or will have, and will require each Subrecipient to have satisfactory  
continuing control over the use of Project equipment and facilities,  
c. It will maintain, and will require each Subrecipient to maintain, its Project  
equipment and facilities adequately,  
d. To the extent applicable, it will ensure, and will require each Subrecipient to  
ensure, that for transportation using or involving a facility or equipment of a  
Project financed under former 49 U.S.C. 5316 the following individuals will be  
charged a fare not exceeding fifty (50) percent of the peak hour fare:  
(1) Any elderly individual,  
(2) Any handicapped individual, as described in 49 CFR part 27,  
(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 former 49 U.S.C. 5316, it will comply  
with the following provisions as amended by MAP-21:  
(1) Competitive procurement (as defined or approved by FTA), as required by  
49 U.S.C. 5325(a),  
(2) The prohibition against exclusionary or discriminatory specifications in its  
procurements, as required by 49 U.S.C. 5323(h),  
(3) “Buy America” under 49 U.S.C. 5323(j),  
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),  
and  
(5) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),  
f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,  
g. It:  
(1) Has or will have and, as necessary, will require each Subrecipient to have the  
amount of funds required for the local share by former 49 U.S.C. 5316,  
(2) Will provide and, as necessary, will require each Subrecipient to provide, the  
local share funds from sources approved by FTA, and  
(3) Will provide and, as necessary, will require each Subrecipient to provide, the  
local share funds when needed,  
h. It has complied or will comply with, and will require each Subrecipient to comply  
with, 49 U.S.C. 5303, and 5304,  
i. It has or will have, and will require each Subrecipient to have, a locally developed  
process to solicit and consider public comment before:  
(1) Raising a fare, or  
(2) Implementing a major reduction of public transportation, and  
j. To the extent applicable, it will comply with, and as necessary, will require each  
Subrecipient to comply with the final Federal regulations, when issued, that  
implement the safety plan requirements of 49 U.S.C. § 5329(d).  

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant’s Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

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 of its Subrecipients is:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(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. It will comply with the following Project selection and planning requirements:
   (1) The Projects it has selected or will select for funding appropriated or made available for 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) The transportation projects to assist in providing transportation services for seniors and individuals with disabilities are included in a program of projects,
   (4) A program of projects under Group 16.A.1.b(3) above is or will be submitted annually to FTA, and
   (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant 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 funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,

d. It will transfer a facility or equipment financed with funding 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, only if:
   (1) The recipient in possession of 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 funds on capital projects to meet the special needs of seniors and disabled, and

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, authorized by 49 U.S.C. 5310, and
2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C.
5307(c)(1), it certifies that:
a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) Legal capacity,
   (2) Financial capacity, and
   (3) Technical capacity,

b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
   (1) General Provisions of 49 U.S.C. 5323, and
   (2) Third Party Contract Provisions of 49 U.S.C. 5325,
e. It has complied or will comply with, 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, and

f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
a. Each of your State Applicant’s Subrecipients is:
   (1) A private nonprofit organization, if the public transportation service that
would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
(a) Unavailable,
(b) Insufficient, or
(c) Inappropriate, 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 not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,

b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
   (1) Locally developed, and
   (2) Coordinated,

c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
   (1) Elderly Individuals,
   (2) Individuals with disabilities,
   (3) Representatives of public, private, and nonprofit transportation providers,
   (4) Representatives of human services providers, and
   (5) Other members of the public,

d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,

e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,

f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security
aspects of the proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,
b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
(1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
(3) “Buy America” under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. Your State Applicant:
(1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
(2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
(3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).


If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
a. It will make awards of New Freedom funding on a competitive basis after conducting:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or

(2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),

b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,

c. It will comply with the following Project selection and planning requirements:

(1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
   (a) Locally developed, and
   (b) Coordinated,

(2) That locally developed and coordinated plan was produced through a process that included:
   (a) Representatives of public, private, and nonprofit transportation providers,
   (b) Representatives of public, private, and nonprofit human services providers, and
   (c) Participation by the public,

d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:

(1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and

(2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,

e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and

2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) Legal capacity,
   (2) Financial capacity, and
   (3) Technical capacity,

b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,

c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
(3) “Buy America” under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, it will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:

17.A. The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c)(1), as amended by MAP-21.)

17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a “Tribal Transit” Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)

17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and

17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

MAP-21 cross-cutting requirements that apply.

(Separate Certifications and Assurances have been established for an Indian tribe that is an Applicant for a Tribal Transit Project financed with funding made available for 49 U.S.C. 5311(e).)

Before FTA may provide funding for your Applicant’s Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.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 funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,

7. It:
   a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,

8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of 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, and

9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Governor of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus service needs of the State, and
      (2) The State’s intercity bus service needs are being met adequately.

17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B 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 funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

a. Legal capacity,
b. Financial capacity, and
c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. Its Project equipment and facilities will be adequately maintained,

4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b), within the State, including Indian reservations,

5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,

6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,

7. It:
   a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
   b. Will provide the local share funds sources approved by FTA, and
   c. Will provide the local share funds when needed,

8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and

9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus shelters,
      (3) Joint-use stops and depots,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Chief Executive Officer 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.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding 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 for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its Project with FTA. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2014 are included in these FTA Certifications and Assurances for FY 2014. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than $100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS.

The Certifications in Group 18 are required for funding under:
- The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and
- The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
   a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
   b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Group 05.B (Bus Testing),
   c. Group 06 (Demand Responsive Service),
   d. Group 07 (Intelligent Transportation Systems), and
   e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM
The Certifications in Group 19 are required for funding under:
19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and
19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant’s Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49 requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for 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 following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   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 cannot 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.), or

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 the:

   a. General Provisions of 49 U.S.C. 5323, and

6. It has:

   a. Informed or will inform the public of the amounts of its funding available under this Program,
   b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Published or will publish a 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. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally funded transportation services supported by other United States Government sources,
   f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. Made or will make the final list of Projects available to the public,

7. It:

   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds 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, and

10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

19.B. Clean Fuels Grant Program.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. 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 following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain the Project equipment and facilities adequately,

4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
   a. Elderly individuals,
   b. Individuals with disabilities,
   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 former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. “Buy America” under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. “Veterans Preference/Employment” under 49 U.S.C. 5325(k),

6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 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, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant’s Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant’s Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will consult with the appropriate Federal land management agency during the planning process, and
   b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
(3) Technical capacity,
b. It has or will have satisfactory continuing control over the use of Project
equipment and facilities,
c. It will maintain the Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will
require each Subrecipient, to comply with the following provisions as amended by
MAP-21:
(1) Competitive procurement (as defined or approved by FTA), as required by
49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its
procurements under 49 U.S.C. 5323(h),
(3) “Buy America” under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It has complied or will comply with the requirements of former 49 U.S.C.
5307(c). Specifically, it:
(1) Has made or will make available to the public information on the amounts
available for the Parks Program, former 49 U.S.C. 5320, and the Projects it
proposes to undertake,
(2) Has developed or will develop, in consultation with interested parties,
including private transportation providers, Projects to be financed,
(3) Has published or will publish a list of proposed Projects in a way that
affected citizens, private transportation providers, and local elected officials
have the opportunity to examine the proposed Projects and submit comments
on the proposed Projects and its performance,
(4) Has provided or will provide an opportunity for a public hearing to obtain the
views of citizens on the proposed Projects,
(5) Has considered or will consider the comments and views received, especially
those of private transportation providers, in preparing its final list of Projects, and
(6) Has made or will make the final list of Projects available to the public,
g. It:
(1) Has or will have the amount of funds required for the local share,
(2) Will provide the local share funds from sources approved by FTA, and
(3) Will provide the local share funds when needed,
h. It has complied or will comply with, and will require each Subrecipient to comply
with, 49 U.S.C. 5303 and 5304, and
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.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant’s Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

On behalf of your Applicant, you certify that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:
   a. The Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 C.F.R. part 18,
   b. General Provisions of 49 U.S.C. 5323, and
   c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
      (1) Any Federal funds,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 C.F.R. part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant’s Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 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 comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant’s Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:
24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and


Before FTA may provide credit assistance under TIFIA for your Applicant’s Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, 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 other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

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

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.


1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not
more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
(1) A senior,
(2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or
(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-funded procurement, it will comply with:
(1) 49 U.S.C. 5323, and
(2) 49 U.S.C. 5325,
f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
(1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
(2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
(3) Has published or will publish a 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 Program of Projects and its performance as an Applicant or Recipient,
(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
(5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally funded transportation services supported by other United States Government sources,
(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
(7) Has made or will make the final Program of Projects available to the public,
g. It:
(1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
(2) Will provide the local share funds from sources approved by FTA, and
(3) Will provide the local share funds 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, and
j. It will comply with the final Federal regulations, when issued, that implement the
   safety plan requirements of 49 U.S.C. § 5329(d),
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 and other financing costs
   incurred in connection with its Project that must be in compliance with those
   requirements unless:
   a. It is eligible to receive Federal funding 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. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 et seq., and
   will receive an environmental categorical exclusion, a finding of no significant
   impact, or a record of decision under NEPA for its Project prior to obligation of
   funds, and
5. It agrees that it will adopt a transit asset management plan that complies with
   regulations implementing 49 U.S.C. 5326(d), when required.

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

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in
its SIB, the Certifications and Assurances in Group 24.B applies to your State and its
Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding 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, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
   d. 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 Cooperative Agreement establishing the State’s SIB
   program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the
   SIB and is between it and FTA, including the FTA Master Agreement, which is
   incorporated by reference into the Grant Agreement, except that any 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 MAP-21,
b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National
d. Federal guidance pertaining to the SIB Program,
e. The Cooperative Agreement establishing the State’s SIB Program, or
f. The FTA Grant Agreement,

4. 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 MAP-21, apply to any Project
under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C.
610 (or any support from 23 U.S.C. 601 – 609),

5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
   a. It has or will have the following to carry out its proposed Project(s), including the
      safety and security aspects of those proposed Project(s):
         (1) Legal capacity,
         (2) Financial capacity, and
         (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project
equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or
      involving a facility or equipment of a SIB-financed Project, a fare that is not more
      than fifty (50) percent of the peak hour fare will be charged to the following
      individuals:
         (1) A senior,
         (2) An individual who, because of illness, injury, age, congenital malfunction, or
             other incapacity or temporary or permanent disability (including an
             individual who is a wheelchair user or has semi-ambulatory capability),
             cannot use a public transportation service or a public transportation facility
             effectively without special facilities, planning, or design,
         (3) An individual presenting a Medicare card issued to that individual under
             title II of the Social Security Act (42 U.S.C. 401 et seq.), or
         (4) An 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 a SIB-financed Project, it will comply
      with the:
         (1) General Provisions of 49 U.S.C. 5323, and
         (2) 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), because it:
      (1) Has made or will make available to the public information on amounts of its
          funding requested under the SIB program,
      (2) Has developed or will develop, in consultation with interested parties,
          including private transportation providers, a proposed Program of Projects
          for activities to be funded,
      (3) Has published or will publish a 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 Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with the:

(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, and

j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:

a. It is eligible to receive Federal funding 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, and

3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.
FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: ________________________________________________________________

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____
OR
The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Required Certifications and Assurances for Each Applicant.</td>
</tr>
<tr>
<td>02.</td>
<td>Lobbying.</td>
</tr>
<tr>
<td>03.</td>
<td>Procurement and Procurement Systems.</td>
</tr>
<tr>
<td>04.</td>
<td>Private Section Protections.</td>
</tr>
<tr>
<td>05.</td>
<td>Rolling Stock Reviews and Bus Testing.</td>
</tr>
<tr>
<td>06.</td>
<td>Demand Responsive Service.</td>
</tr>
<tr>
<td>07.</td>
<td>Intelligent Transportation Systems.</td>
</tr>
<tr>
<td>08.</td>
<td>Interest and Financing Costs and Acquisition of Capital Assets by Lease.</td>
</tr>
<tr>
<td>10.</td>
<td>Alcohol and Controlled Substances Testing.</td>
</tr>
<tr>
<td>12.</td>
<td>State of Good Repair Program.</td>
</tr>
<tr>
<td>13.</td>
<td>Fixed Guideway Modernization Grant Program.</td>
</tr>
<tr>
<td>14.</td>
<td>Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).</td>
</tr>
<tr>
<td>15.</td>
<td>Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.</td>
</tr>
<tr>
<td>16.</td>
<td>Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.</td>
</tr>
<tr>
<td>17.</td>
<td>Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.</td>
</tr>
<tr>
<td>18.</td>
<td>Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).</td>
</tr>
<tr>
<td>19.</td>
<td>Low or No Emission/Clean Fuels Grant Programs.</td>
</tr>
<tr>
<td>20.</td>
<td>Paul S. Sarbanes Transit in Parks Program.</td>
</tr>
<tr>
<td>22.</td>
<td>Public Transportation Emergency Relief Program.</td>
</tr>
<tr>
<td>23.</td>
<td>Expedited Project Delivery Pilot Program.</td>
</tr>
<tr>
<td>24.</td>
<td>Infrastructure Finance Programs.</td>
</tr>
</tbody>
</table>
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

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 statutes and regulations, and 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 2014, 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 Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

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 at 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 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 Project or Projects.

Signature __________________________________________________ Date: _______________

Name __________________________________________________

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its signature in lieu of the Attorney’s signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.
Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, KENDALL COUNTY hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the KENDALL COUNTY BOARD on the 19th day of March 2014.

_______________________________
John Shaw, County Board Chairman
SPECIAL WARRANTY ARRANGEMENT
For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects
PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53
October 1, 2008

The following language shall be made part of the contract of assistance by reference in the
Federal Transit Administration’s Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the
transportation-related employees in the transportation service area of the Project. As a
precondition of the release of assistance by the Grantee/State Agency to any Recipient under
the grant, the Grantee shall bind the Recipient to these obligations by incorporating this
arrangement into the contract of assistance between the Grantee and the Recipient(s), by
reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a
Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the
required protections and the Grantee will be required to act as if it were the Recipient of funds
unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be
bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service
area of the project, who are considered as third-party beneficiaries to the employee protective
arrangements referenced in the grant contract between the U.S. Department of Transportation
and the Grantee, and the parties to the contract so signify by executing that contract.
Employees, or their representative, may assert claims with respect to the protective
arrangements under this provision. This clause creates no independent cause of action against
the United States Government.

The term “service area,” as used herein, includes the geographic area over which the Project is
operated and the area whose population is served by the Project, including adjacent areas
affected by the Project. The term “Union,” as used herein, shall refer to any labor organization
representing employees providing public transportation services in the service area of a Project
assisted under the grant. The term “employee,” as used herein, shall include individuals who
may or may not be represented by a Union. The term “Recipient,” as used herein, shall refer to
any employer(s) receiving transportation assistance under the grant. The term “Grantee,” as
used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is
also a Recipient.
Where the Department of Labor (the Department) deems it necessary to modify the
requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient
can continue to satisfy the requirements of the statute, the Department will issue a
supplementary certification letter setting forth the alternative provisions to be included in the
contract of assistance between the Grantee and FTA, by reference. These terms will be made
binding upon the particular Grantee or Recipient, along with these terms and conditions, for
each subsequent grant of assistance until withdrawn in writing by the Department.

1. The Project shall be carried out in such a manner and upon such terms and
conditions as will not adversely affect employees of the Recipient and of any other
surface public transportation provider in the transportation service area of the
Project. It shall be an obligation of the Recipient to assure that any and all
transportation services assisted by the Project are contracted for and operated in
such a manner that they do not impair the rights and interests of affected
employees. The term "Project," as used herein, shall not be limited to the particular
facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(1) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(2) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into,
relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(3) (a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be
instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(4) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her
displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(5) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect

**Period of protection**
- 1 day to 6 years equivalent period
- 6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the
Project, and the employee is unable to obtain another position, either by the
exercise of the employee’s seniority rights, or through the Recipient, in accordance
with subparagraph (e). In the absence of proper notice followed by an agreement or
decision pursuant to paragraph (5) hereof, no employee who has been deprived of
employment as a result of the Project shall be required to exercise his/her seniority
rights to secure another position in order to qualify for a dismissal allowance
hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient
informed as to his/her current address and the current name and address of any
other person by whom the employee may be regularly employed, or if the employee
is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the
position abolished. If the position of an employee is abolished when the employee is
absent from service, the employee will be entitled to the dismissal allowance when
the employee is available for service. The employee temporarily filling said position
at the time it was abolished will be given a dismissal allowance on the basis of that
position, until the regular employee is available for service, and thereafter shall
revert to the employee’s previous status and will be given the protections of the
agreement in said position, if any are due him/her.

(e) An employee receiving a dismissal allowance shall be subject to call to return to
service by the employee’s former employer; notification shall be in accordance with
the terms of the then-existing collective bargaining agreement if the employee is
represented by a union. Prior to such call to return to work by his/her employer, the
employee may be required by the Recipient to accept reasonably comparable
employment for which the employee is physically and mentally qualified, or for
which the employee can become qualified after a reasonable training or retraining
period, provided it does not require a change in residence or infringe upon the
employment rights of other employees under then-existing collective bargaining
agreements.

(f) When an employee who is receiving a dismissal allowance again commences
employment in accordance with subparagraph (e) above, said allowance shall
cease while the employee is so reemployed, and the period of time during which the
employee is so reemployed shall be deducted from the total period for which the
employee is entitled to receive a dismissal allowance. During the time of such
reemployment, the employee shall be entitled to the protections of this arrangement
to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be
reduced to the extent that the employee’s combined monthly earnings from such
other employment or self-employment, any benefits received from any
unemployment insurance law, and his/her dismissal allowance exceed the amount
upon which the employee’s dismissal allowance is based. Such employee, or
his/her union representative, and the Recipient shall agree upon a procedure by
which the Recipient shall be kept currently informed of the earnings of such
employee in employment other than with the employee’s former employer, including
self-employment, and the benefits received.
(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee’s resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee’s place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee’s allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolition of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee’s protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee’s family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen’s Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee’s immediate family, including living expenses for the employee and the employee’s immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph,
and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in
securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

**Length of Service Separation Allowance**
- 1 year and less than 2 years 3 months' pay
- 2 years and less than 3 years 6 months' pay
- 3 years and less than 5 years 9 months' pay
- 5 years and less than 10 years 12 months' pay
- 10 years and less than 15 years 12 months' pay
- 15 years and over 12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.
Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15) (a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor - Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this
arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient
rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; nor, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of
employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient’s transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen’s Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of
adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 09/29/08
Section 6.7 IMRF DISABILITY LEAVE: IMRF may provide temporary or total disability benefits for those employees unable to continue the performance of their job responsibilities. If the employee applies for and is granted temporary disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF) or Sheriff's Law Enforcement Police (SLEP), this leave time shall be designated as FMLA leave, assuming that all FMLA qualifications are satisfied.

1. An employee still employed by the County, who is granted temporary IMRF or SLEP disability benefits, will continue to be covered under the County's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

Employee premium contributions will be required through direct payment to the County. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.

If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

2. Pursuant to this policy, the County has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work the payroll office will provide Salary Withholding Authorization forms to be completed by the employee.

3. Other elective payroll deductions, including but not limited to AFLAC, pre-paid legal services, and I-Bonds, are the responsibility of the employee. Costs advanced by the County are subject to the same Salary Withholding Authorization as health insurance benefits.

4. If the County receives IMRF's determination that the employee is permanently disabled and unable to return and perform his or her job responsibilities, the County may send proper notice of employment separation and notification of COBRA benefits to the employ...
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Section 6.10 WORKERS' COMPENSATION LEAVE:

An employee experiencing occupational disability due to an accident or illness arising out of and in the course of their employment, may be placed on Workers' Compensation Leave; such workers' compensation leave, including any time off for required therapy or doctor visits, shall be designated as FMLA, assuming that all FMLA qualifications are satisfied. Participating employees should apply for IMRF Disability Benefits if eligible.

1. An employee still employed by the County, who is receiving workers compensation benefits, will continue to be covered under the County's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

2. Employee premium contributions will be required through direct payment to the County. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.

3. If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

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medical certification of the need for the employee to provide care or of the employee's disability within fifteen (15) days of the commencement of the leave.

If the employee requests and the request is medically certified as necessary, the County will arrange an intermittent or reduced leave schedule for taking the twelve (12) weeks leave (450 hours for administrative personnel, 480 hours for sworn police and other not administrative personnel). An intermittent or reduced leave for regular part-time employees will translate to the number of hours in their regular work week times twelve (12). The alternative schedule must be the least disruptive to County operations and may include transfer to another position that has equivalent pay and benefits.

D. PAID TIME SUBSTITUTIONS FOR UNPAID FMLA

1. For a personal non-job-related illness or accident, the employee is required to use all paid sick leave, personal days and vacation days toward the FMLA leave, unless otherwise receiving compensation through the County’s disability benefit. If the employee applies for and is granted disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF) or Sheriff’s Law Enforcement Police (SLEP), the requirement to utilize paid leaves as stated above is not in effect during the time of disability.

2. For the adoption or foster care placement of a child, the employee is required to use all vacation days toward the FMLA leave.

3. For care of a spouse, child or parent with a serious health condition, the employee is required to use all vacation days toward the FMLA leave.

4. For an employee’s job related illness or accident, paid benefits during this time will be according to Worker’s Compensation requirements; however, leave time shall be designated as an FMLA leave including any time off for required therapy or doctor visits.

E. HEALTH CARE AND OTHER BENEFITS

1. An employee granted FMLA leave under this policy will continue to be covered under the County’s group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. Employee contributions will be required either through payroll deduction or by direct payment to the County.

   a. If paid leave is substituted for unpaid FMLA leave, the County will deduct the employee’s portion of the health plan premium as a regular payroll deduction.

   b. If FMLA leave is unpaid, the employee will be required to pay his or her share of health insurance premiums on the same time schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave. If an employee’s contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee’s insurance coverage. The employee will be notified
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## Monthly Medical Insurance Report

**at February 28, 2014**

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<th>Plan</th>
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**3/1/2014**  
- BlueCross Monthly Premium: $333,582  
- MetLife Dental Monthly Premium: $23,582  
- Lincoln Life Insurance Premium: $785 (343 Employees)

* Others Include ROE, KEN COM, Forest Preserve, COBRA, and Retirees
## FY 14 MONTHLY MEDICAL INSURANCE INVOICES

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## FY 13 MONTHLY MEDICAL INSURANCE INVOICES

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## FY 12 MONTHLY MEDICAL INSURANCE INVOICES

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</tr>
<tr>
<td>Lincoln Life</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>708</td>
<td>708</td>
</tr>
<tr>
<td>Dearborn National</td>
<td>874</td>
<td>879</td>
<td>879</td>
<td>871</td>
<td>866</td>
<td>874</td>
<td>876</td>
<td>871</td>
<td>863</td>
<td>893</td>
<td>863</td>
<td>*</td>
<td>9,878</td>
</tr>
<tr>
<td>Health Savings</td>
<td>11,600</td>
<td>-</td>
<td>136,625</td>
<td>-</td>
<td>11,000</td>
<td>11,500</td>
<td>12,375</td>
<td>11,876</td>
<td>11,376</td>
<td>10,876</td>
<td>11,126</td>
<td>11,500</td>
<td>236,500</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$351,763</strong></td>
<td><strong>$347,271</strong></td>
<td><strong>$486,042</strong></td>
<td><strong>$380,081</strong></td>
<td><strong>$388,603</strong></td>
<td><strong>$386,628</strong></td>
<td><strong>$368,614</strong></td>
<td><strong>$368,797</strong></td>
<td><strong>$369,194</strong></td>
<td><strong>$369,246</strong></td>
<td><strong>$363,344</strong></td>
<td><strong>$349,380</strong></td>
<td><strong>$4,438,862</strong></td>
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Benefits Paid as of 02/28/14
## Monthly Administration / HR Summary Report

### Workers' Comp. Claims (12/1/13-11/30/14)

<table>
<thead>
<tr>
<th>Department</th>
<th>Prior Year Total</th>
<th>YTD</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Control</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Forest Preserve</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HHS</td>
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</tr>
<tr>
<td>Probation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PBZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>12</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Facilities</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Dept.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HWY</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>19</strong></td>
<td><strong>4</strong></td>
<td><strong>3</strong></td>
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</tbody>
</table>

### New Hires/Terminations (12/1/13-11/30/14)

<table>
<thead>
<tr>
<th>Department</th>
<th>New Hires</th>
<th>Resignations/Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>Current Month YTD</td>
</tr>
<tr>
<td>Administration</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Circuit Clerk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Clerk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forest Pres</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KenCom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>State's Att</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Contr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAC</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>7</strong></td>
<td><strong>4</strong></td>
</tr>
</tbody>
</table>

### Property & Liability Claims (12/1/13-11/30/14)

<table>
<thead>
<tr>
<th>Dept</th>
<th>Description</th>
<th>Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROE</td>
<td>Damaged Signed</td>
<td>Subrogated</td>
<td>Pending</td>
</tr>
<tr>
<td>Sheriff / squad 14</td>
<td>Driver side door</td>
<td>Subrogated</td>
<td></td>
</tr>
<tr>
<td>Sheriff / squad 10</td>
<td>Right front end</td>
<td>Subrogated</td>
<td>Pending</td>
</tr>
<tr>
<td>Sheriff / Humvee</td>
<td>Right front mirror</td>
<td>Sheriff</td>
<td>n/a</td>
</tr>
<tr>
<td>Monson v. VAC</td>
<td>case 13-L-73</td>
<td>County</td>
<td>n/a</td>
</tr>
<tr>
<td>Sheriff / squad 37</td>
<td>Bumper and Leaking</td>
<td>County</td>
<td>Pending</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>1,984</strong></td>
</tr>
</tbody>
</table>

### FY14 Education Reimbursements Submitted

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Paid (12/1/13-11/30/14)</td>
<td>$2,451.70</td>
</tr>
<tr>
<td>Allocated (12/1/13-11/30/14)</td>
<td>$(6,640.00)</td>
</tr>
<tr>
<td>Remaining Balance</td>
<td>$2,908.30</td>
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</table>

### W.C. Check Register (12/1/13 - 11/30/14)

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>December</td>
<td>$40,186</td>
</tr>
<tr>
<td>January</td>
<td>$16,714</td>
</tr>
<tr>
<td>February</td>
<td>$28,255</td>
</tr>
<tr>
<td>March</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
</tr>
<tr>
<td>July</td>
<td></td>
</tr>
<tr>
<td>August</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$85,166</td>
</tr>
</tbody>
</table>

### Retirees/COBRA (12/1/13 - 11/30/14)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirees Medical/Dental</td>
<td>$2,240.60</td>
</tr>
<tr>
<td>Retirees Medical Only</td>
<td>$0.00</td>
</tr>
<tr>
<td>Retirees Dental Only</td>
<td>$4,982.93</td>
</tr>
<tr>
<td>COBRA Medical / Dental</td>
<td>$2,161.60</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$8,385.13</strong></td>
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</table>

*maximum liability*
<table>
<thead>
<tr>
<th>Claim Type</th>
<th>Incident Date</th>
<th>Department</th>
<th>Cause / Incident</th>
<th>Missed &gt; 5 Days Work</th>
<th>Returned to Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC</td>
<td>06/30/12</td>
<td>Forest Preserve</td>
<td>knocked down by horse</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>WC</td>
<td>11/20/12</td>
<td>Sheriff's</td>
<td>Injured Shoulder - fell fence</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>WC</td>
<td>02/04/13</td>
<td>Sheriff's</td>
<td>Slip on ice</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>WC</td>
<td>02/26/13</td>
<td>Sheriff's</td>
<td>Contusion</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>WC</td>
<td>01/10/14</td>
<td>Forest Preserve</td>
<td>Slip on ice</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>WC</td>
<td>01/14/14</td>
<td>Sheriff's</td>
<td>Slip on ice</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>WC</td>
<td>02/05/14</td>
<td>Sheriff's</td>
<td>injured by inmate</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>WC</td>
<td>02/20/14</td>
<td>Sheriff's</td>
<td>injured arm exiting vehicle</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Claim Type</th>
<th>Incident Date</th>
<th>Coverage</th>
<th>Deductible</th>
<th>ICRMT Total</th>
<th>Paid by KC (2009 - 2013)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Liability Claims</td>
<td>2/28/2008</td>
<td>Errors &amp; Omissions</td>
<td>$10,000.00</td>
<td>$29,754.04</td>
<td>$10,000.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>4/6/2009</td>
<td>General Liability</td>
<td>$10,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>4/6/2009</td>
<td>General Liability</td>
<td>$10,000.00</td>
<td>$31,517.45</td>
<td>$10,000.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>8/31/2009</td>
<td>Errors &amp; Omissions</td>
<td>$10,000.00</td>
<td>$34,046.22</td>
<td>$10,000.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>1/1/2011</td>
<td>Professional Liability</td>
<td>$25,000.00</td>
<td>$6,234.17</td>
<td>$6,234.17</td>
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<td>Open Liability Claims</td>
<td>8/25/2011</td>
<td>Professional Liability</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>11/7/2011</td>
<td>Errors &amp; Omissions</td>
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<td>$8,854.73</td>
<td>$8,854.73</td>
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<td>Open Liability Claims</td>
<td>4/1/2012</td>
<td>General Liability</td>
<td>$25,000.00</td>
<td>$15,060.13</td>
<td>$10,000.00</td>
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<tr>
<td>Open Liability Claims</td>
<td>01/02/14</td>
<td>Errors &amp; Omissions</td>
<td>$25,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Number</td>
<td>Office</td>
<td>Project</td>
<td>Budget</td>
<td>Target</td>
<td>Notes</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>----------------------------------------</td>
<td>-----------</td>
<td>--------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>ADM</td>
<td>County Board - Video Recording Equipment</td>
<td>$4,000.00</td>
<td>3/14</td>
<td>Quote 10795-03 --&gt; Axis P3367-V dome camera + cables $1,278</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Video Software $109</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Laptop $1,057</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Labor - config and install (16 hours @ $90) $1,440</td>
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<tr>
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<td>**Quote Total $3,884</td>
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<td>1 Sure SM58 microphone $110</td>
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<td>**Project Total $3,994</td>
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<tr>
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<td>Reductions</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Laptop from Tech Services $1,057</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Install from Facilities 4 hours @ $90 $360</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td>**Adjusted Total $2,577</td>
</tr>
</tbody>
</table>
For Administration Committee on March 7, 2013

**County Board Video/Audio Recording Project Scope:**

Create a non-produced, one-view video/audio recording of County Board meetings using current meeting attendees with fail-safe procedures and minimal procedural changes in order to record, save, and display the video/audio recordings.
Kendall County Administration Committee
March 6, 2014

Service Growth:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Paratransit</th>
<th>PnR</th>
<th>Total</th>
<th>Rides/Day</th>
<th>%</th>
<th>New Reg. Riders</th>
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</thead>
<tbody>
<tr>
<td>2010</td>
<td>4,755</td>
<td>0</td>
<td>4,755</td>
<td>24.4</td>
<td>-</td>
<td>479</td>
</tr>
<tr>
<td>2011</td>
<td>11,285</td>
<td>0</td>
<td>11,285</td>
<td>45.3</td>
<td>85.7%</td>
<td>420</td>
</tr>
<tr>
<td>2012</td>
<td>16,709</td>
<td>0</td>
<td>16,709</td>
<td>67.1</td>
<td>48.1%</td>
<td>395</td>
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<tr>
<td>2013</td>
<td>21,532</td>
<td>12,105</td>
<td>33,637</td>
<td>136.3</td>
<td>103.1%</td>
<td>579</td>
</tr>
<tr>
<td>2014*</td>
<td>3,786</td>
<td>1,898</td>
<td>5,684</td>
<td>153.6</td>
<td>12.7%</td>
<td>110</td>
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<tr>
<td>TOTAL RIDES</td>
<td>58,067</td>
<td>14,003</td>
<td>72,070</td>
<td>1,983</td>
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<td></td>
</tr>
</tbody>
</table>

*Through Feb 2014 only.

Service Updates:
- Oswego Park and Ride
  - Ridership up 10% in 2013 over 2012
- 2012 IDOT CVP Grant
  - One 6-passenger minivans – 74 rides in Nov
  - Awaiting spring arrival of two 12 passenger buses
- 2012 IDOT Capital Program Initiative Grant
  - Three 14-passenger replacement vehicles
  - Two expansion vehicles, 12- and 14-passenger
  - ITS scheduling system
- Study the feasibility of flex routes

Other Plans:
- Travel Training / Mobility Mgt.
- WCC Route
- Coordination with community groups
- Marketing, community outreach

Program operators: