

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, NOVEMBER 12, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of of Bid #252-15 IFB Janitorial Supplies - Purchasing Director Davida Simpson
To view the solicitation documents click [here](#).
2. Presentation of Bid #257-15 RFP IT Servers - Director of Administration David McKee
To view the solicitation documents click [here](#).
3. Presentation of FY16 DHS Coordinated Transportation Contract - Senior Center Director Dawn Pruett
4. Presentation of FY2017 GDOT 5311 Transit Grant Application - Senior Center Director Dawn Pruett
5. Presentation of Firehouse Subs Grant Application - Director of Emergency Services Billy Thurmond
6. Presentation of 2015 CIE Annual Update, Rachel Burton Director of Planning & Development
7. Chairman Report
8. County Attorney Report

Backup material for agenda item:

1. Presentation of of Bid #252-15 IFB Janitorial Supplies - Purchasing Director Davida Simpson

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Facilities, et al

Presenter: Purchasing Director Davida Simpson

Submitted By: Purchasing Director Davida Simpson

Date Submitted: November 3, 2015

Item of Business/Agenda Title: Presentation of Bid #252-15 IFB Janitorial Supplies FY2016

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only (no action needed) OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 2, 2015 is the 90 deadline for BOC to take action.

Purpose of Request: To secure pricing under an annual contract for janitorial supplies beginning January 1, 2016.

Department Recommendation: Approve contract as submitted.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
 No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Amounts are budgeted in various departments under general supplies
 No

Amount Requested: as needed Amount Budgeted: amount budgeted in various departments

Fund Name and Account Number: XXX-00-XXXX-531100-XXX

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 11-4-2015

County Manager Authorization: _____ Work Session Date: _____

Comments: Bid documents can be found at www.dawsoncounty.org> Bids& RFPs> Under Evaluation. Contract is attached. Exhibit B is the Vendor's Price Proposal Form.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #252-15 IFB Janitorial Supplies for FY2016

DATE: November 3, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: November 19, 2015

PURPOSE: To secure pricing under an annual contract for janitorial supplies beginning January 1, 2016. Contract is on as-needed basis.

HISTORY: Standard contract for goods. Current contract will expire December 31, 2015 with no additional option to renew.

FACTS AND ISSUES: Georgia Janitor Supply is the only responsive, responsible bidder. Contract pricing is within budget and lower than current pricing.

OPTIONS: Approve as submitted (recommended). Reject and quote separately as needed.

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #252-15 IFB Janitorial Supplies for FY2016 to the most responsible, responsive bidder, Georgia Janitor Supply out of Cumming, GA, and approve the contract as submitted beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

Janitorial Supplies FY2016

Bid #252-15 IFB

WORK SESSION NOVEMBER 12, 2015



Background

- ▶ Standard contract for services
 - ▶ Current contract will expire December 31, 2015
 - ▶ Exhausted all renewals
 - ▶ Items are purchased on an as-needed basis
 - ▶ County-wide expenditures:
 - ▶ 2015 - \$35,445 (YTD)
 - ▶ 2014 - \$42,720
 - ▶ 2013 - \$42,225
- ▶ Bid every 3 years
 - ▶ Bid was released on August 12, 2015

Sample of Items Bid

- ▶ Requested pricing on the top 25 items
 - ▶ Based on price and volume
- ▶ Trash bags (5 types)
- ▶ Paper products: toilet paper and paper towels
- ▶ Cleaners and disinfectants
- ▶ Hand soap
- ▶ Bleach: household and hospital grade (senior center and jail)
- ▶ Gloves

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous bidders
- ▶ **11 bids received**

Evaluation Committee

- ▶ **Emergency Services:** Bill Tanner
- ▶ **Facilities:** James Tolbert & Victoria Bosten
- ▶ **Park and Rec:** Lisa Henson & Kris Rowan
- ▶ **Senior Center:** Dawn Pruett & Tammy Loggins
- ▶ **Sheriff's Office*:** Anne Martin
- ▶ Davida Simpson, Purchasing Director (facilitator)

Responsiveness

Company	Returned/Completed All Bid Documentation & Catalogs	Number of Items Bid
Georgia Correctional Industries	Yes	7
Georgia Janitor Supply	Yes	25
AVM Enterprises	No	
Dash Medical Gloves	No	
Interline Brands Inc. DBA Supply Works - Jacksonville, FL	No	
Interline Brands Inc. DBA Supply Works - Doraville, GA	No	
Chastain Janitorial (<i>Incumbent</i>)	No	
Nashville Medical & EMS Products	No	
Southeastern Paper Group	No	
Central Poly Corp	No	
Interboro Packaging	No	

Georgia Janitor Supply

- ▶ Only responsive vendor to bid all 25 items
- ▶ Pricing is lower than what we are currently paying
- ▶ Has a good working history in Dawson County in other areas
- ▶ Positive references:
 - ▶ Towns County BOE, City of Jefferson Park & Rec, Belt Corp of America

Recommendation

Staff respectfully requests the Board to award #252-15 IFB Janitorial Supplies to the most responsive, responsible bidder, Georgia Janitor Supply out of Cumming, GA and approve the contract as submitted beginning January 1, 2016.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date:	January 1, 2016
Contract End Date:	December 31, 2016
Contract Name:	Janitorial Supplies
Vendor Name:	Georgia Janitor Supply, LLC
Address:	2755 Antioch Road, Suite 100 Cumming, GA 30040
Telephone No.:	470-695-7984
Contact Person:	Steve Payton
Payment Terms:	Net 30 days

This Agreement is hereby made and entered into this 19th day of November, 2015, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Georgia Janitor Supply, LLC, a Georgia limited liability corporation, (hereinafter referenced as “Vendor”).

The Invitation for Bids pursuant to Dawson County Bid No. #252-15 Janitorial Supplies addenda issued for the Invitation for Bids referenced herein, and the Vendor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Products/Material**

Vendor shall furnish the products/material in accord with the Invitation for Bids and the addenda issued for the Invitation for Bids and the Vendor’s bid set forth within “Exhibit A” that is attached hereto incorporated herein by reference.

2. **Term of Agreement**

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree.

The Vendor shall provide the County with a minimum of ninety (90) days notice of any request for changes to the original contract terms; provided, however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this

Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be the amount set forth within "Exhibit A." The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be the amount set forth within "Exhibit A" plus any price increase permitted in accord with the terms hereof. Title to any supplies, materials, equipment, or other personal property shall remain in the Vendor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. Payment

Compensation to the Vendor shall be as set forth in the Invitation for Bids, any addenda issued for the Invitation for Bids, and the Vendor's Bid and shall constitute payment in full for work completed.

5. Invoices

All invoices from the Vendor shall provide itemized detail of the items purchased. The Vendor represents to the County that the Vendor is experienced and properly qualified to perform the functions to be performed by the Vendor in accord with the terms hereof and that the Vendor is properly equipped, organized and financially able to perform such functions.

The Vendor shall not assign, transfer, nor convey the terms of this Contract or any part hereof without written consent from the County.

6. Confidential Information

While providing services for the County, the Vendor shall not disclose any confidential information that may become known to the Vendor. Personnel acting on behalf of the Vendor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any report, data, map, or other material obtained or prepared as a result of this Contract and Agreement.

7. Litigation and Arbitration

The County and the Vendor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and

Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

8. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Georgia Janitor Supply
ATTN: Steve Payton
2755 Antioch Road, Suite 100
Cumming, GA 30040

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By:

By:

Name:

Name:

Title:

Title:

Attest:

Attest:

By:

By:

Name:

Name:

Title:

Title:



**BID #252-15 IFB JANITORIAL SUPPLIES
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 2**

Company Name: Georgia Janitor Supply LLC

ITEM #	ESTIMATED QUANTITIES BASED ON FY2014 USAGE	DESCRIPTION	MANUFACTURER & DESCRIPTION OF OFFERED PRODUCT	CASE PRICE
1	8	Black trash bag for 12-16 gallon can, 1mil, 500 rolls/CASE	NOVA X HVY	\$34.00
2	33	Black trash bag, 38X58, 2.0MIL, 100 rolls/CASE	Maintenance Pro 60 gal 38x58 2mil	\$25.95
3	7	Black trash can liner with flat seal, 33X39, 2XHVY, 1.6mil, 100 rolls/case	Maintenance Pro 33x39 2mil Black	\$15.79
4	53	Clear trash bag, 43x48 (200/Case & 6mil)	Performance Plus 43x48 .55mil clear	\$24.36
5	42	White trash can bag, extra heavy, min of 4 mil, 24X32, 500/case on roll	NOVA 500 CASE X HVY white	\$20.44
6	13	2-Ply bath tissue, 96 rolls/case	NOVA 96/500 2ply 4.1x3.1	\$29.18
7	243	2-Ply Jumbo bath tissue 9", 12/case	NOVA 9" Jumbo 2ply #1000 9"	\$16.83
8	65	2-Ply Center pull towel, 6 rolls/case	NOVA center pull 2ply 600 sheets	\$18.13
9	46	2-Ply Vondrehle kitchen towel 85 sheet/roll 9x11, 30 rolls/case	NOVA kitchen roll 2ply 8.8x11 85 sheet	\$20.61
10	11	Clorox jumbo roll of disinfectant wipes, 70 count, 6/case	Clorox	\$30.18
11	7	Clorox anywhere spray, 32oz bottle, 12/case	Simoni 2 32oz Antimicrobial RTU	\$33.60
12	6	Neutral lemon cleaner disinfectant, gallon	Simoni 2 quart 32 Lemon Disinfectant	\$24.70
13	14	Lysol disinfectant spray, 12/case	Simoni 2 2008 Disinfectant spray	\$39.89
14	14	Economy sanitizer lemon sent, 55 gallon drum	Simonize quart 32 Lemon	\$326.56

ITEM #	ESTIMATED QUANTITIES BASED ON FY2014 USAGE	DESCRIPTION	MANUFACTURER & DESCRIPTION OF OFFERED PRODUCT	CASE PRICE
15	8	Sani-bowl disinfectant bathroom cleaner, 12/case	simoniz Freedom Bowl Cleaner	\$18.35
16	12	Metered air freshener, 12/case	ultimate solutions 6.5oz	\$34.95
17	6	Met Mop daily cleaner for high gloss floors, 4/case	simoniz AP-72 Neutral cleaner	\$21.60
18	128	Whirl hand soap, white, gallon, 4/case	simoniz 4 1/2 gal white Plus	\$19.95
19	1	Soft Soap, 7.5oz antibacterial and/or moisturizing hand soap, 12/case	soft soap 7.5	\$24.11
20	47	Bleach, 5.25%, household, 6/case	Pure Bright 6% 6 1/2 gal	\$10.70
21	11	Dawn dishwashing liquid, gallon	simoniz 4 1/2 gal Emerald Green	\$20.88
22	11	Laundry detergent, hypoallergenic, 40lbs	Performance Plus 40# Pail	\$18.75
23	30	Terragreen glass cleaner, 1 gallon, 4/case	simoniz Brite RTU Glass 4 1/2 gal	\$15.45
24	10	Gloves, powder-free, 100 count/box 10/case, large	Vinyl Empress 100 ctn 10 case	\$28.95
25	10	Gloves, powder-free, 100 count/box 10/case, extra large	empress vinyl 100 per ctn 10/case	\$28.95

Discount on Catalog Pricing	incl. above
Delivery Dates:	Tue. & Thur.
Shipping Fees:	none
Minimum Order:	none
Do you accept Net 30 payment terms? If no, state acceptable terms:	Yes

Steve Pugh
Authorized Representative (Signature)

9-2-15
Date

Steve Pugh
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

Backup material for agenda item:

2. Presentation of Bid #257-15 RFP IT Servers - Director of Administration David McKee

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of IT

Presenter: David McKee, Director of Administration

Submitted By: Purchasing Director Davida Simpson

Date Submitted: November 3, 2015

Item of Business/Agenda Title: Presentation of Bid #257-15 RFP IT Servers

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 17, 2015 is the 90 deadline for BOC to take action.

Purpose of Request: Reject all bids so department can re-bid with a new scope of work.

Department Recommendation: Reject all bids in order to rebid with new and broader scope of work.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: n/a Amount Budgeted: \$160,000

Fund Name and Account Number: 350-00-1535-542100-000 (IT POOL)

Administration Staff Authorization

Dept. Head Authorization: David McKee Date: 11-3-2015

Finance Dept. Authorization: Dena Bosten Date: 11-3-2015

County Manager Authorization: _____ Work Session Date: _____

Comments: Bid documents can be found on www.dawsoncounty.org > Bids & RFPs > Under Evaluation. Exhibit A is the bid documentation and Exhibit B is the bidder's price proposal form.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #257-15 RFP IT Servers

DATE: November 3, 2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: November 19, 2015

PURPOSE: The purpose of the RFP was to solicit a turn key solution to the County's aging servers. Scope of work included hardware, software, data migration, service and support for 5 years.

HISTORY: Current servers are holding on but are failing. The need has reached a critical level and the servers need to be replaced. The operating systems are out of date and need to be updated.

FACTS AND ISSUES: One bid received that was over budget. Staff met with vendor, requested correct and available references and negotiated a Best and Final Offer price. In an attempt to get under budget, vendor removed migration among other items. After review, removing the migration is not an option. Other items removed would still need to be purchased. SEE ATTACHED MEMO.

OPTIONS: 1) Accept bid at original price. 2) Accept Best and Final Offer with negotiated terms and purchase additional items separately not under warranty. 3) Reject bid and rebid with broader scope of work that would best meet the needs of the County.

RECOMMENDED SAMPLE MOTION: Motion to reject Bid #257-15 RFP IT Servers based on budget constraints and the references provided were not responsive nor similar in work experience.

DEPARTMENT:

Prepared by: David Simpson

Director _____



DAWSON COUNTY Administration

Memo

DATE: 10-27-2015

TO: Davida Simpson, Purchasing

FROM: David McKee, Director of Administration

REF: IT Server Bid #257-15 RFP

My staff and I have completed an extensive review of the proposal that was submitted by Vehtech, INC. for the above referenced RFP. I recommend that we move forward with requesting the Board of Commissioners to reject both the original proposal and the negotiated best and final offer for the following reasons:

- References provided were not responsive as well as no similar work references were provided.
- In an attempt to get the project under budget, my team and the vendor looked as several potential options. One of those options was to bring the data migration in-house, a \$15,000 cost savings, upon further review removing this line item from the project would not be in the best interest of the county. Data migration should be included in the scope to provide the county a seamless server transfer and warranty of the product.
- Total project is over budget.

I will continue to work with IT staff to determine viable options moving forward with the solution to the server needs for Dawson County.

CC: Will Shattuck, IT via Email
Joey Homans, County Attorney via Email

Risk Management

Insurance Services

Information
Technology

Human Resources

Special Projects



**BID #257-15 RFP IT SERVERS
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Vehtech, INC

PowerEdge FD332 Storage Node	\$ 4800
PowerEdge FC630 Server Node	\$ 5800
AppAssure Advanced Data Protection Software	\$ 6500
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow	\$ 2100
Consulting, Installation, Setup, Data and Program Migration, Backup Installation	\$ 35000.00
Dell Networking N4032F	\$ 32860.00
SCv2020 ISCSI	\$ 34569.00
PowerEdge FX2 – Group 1	\$ 8900.00
PowerEdge FX2 – Group 2: PowerEdge FC630 Server Node	\$ 16156.00
VLA VMWare Sphere 6 Software & Accessories	\$ 18800.00
Hardware Total	\$
Software & Peripherals	\$
Service Agreement Annual Fee	\$ 38,000.00
Environmental Fes	\$ 1200.00
Shipping	\$ 1750.00
Project Total	\$ 203,435.00
Start Date:	
Length of Project:	12 months with 5 1 year options

[Signature]
Authorized Representative (Signature)

9/17/15
Date

President/CEO
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET



**BID #257-15 RFP IT SERVERS
VENDOR'S PRICE PROPOSAL FORM**

Company Name: VEHTECH, INC

PowerEdge FD332 Storage Node	\$ 4800.00
PowerEdge FC630 Server Node	\$ 5800.00
AppAssure Advanced Data Protection Software	\$ 6500.00
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow	\$ 2100.00
Consulting, Installation, Setup, Data and Program Migration, Backup Installation	\$ 20,000.00
Dell Networking N4032F	\$ 29,876.00
SCv2020 ISCSI	\$ 31,225.00
PowerEdge FX2 – Group 1	\$ 8,900.00
PowerEdge FX2 – Group 2: PowerEdge FC630 Server Node	\$ 16,156.00
VLA VMWare Sphere 6 Software & Accessories	\$ 10,000.00
Hardware Total	\$ 98,857.00
Software & Peripherals	\$
Service Agreement Annual Fee	\$ 7000.00
Environmental Fes	\$ 1,200.00
Shipping	\$ 1,750.00
Project Total	\$ 145,307.00
Start Date:	
Length of Project:	

[Signature]
Authorized Representative (Signature)

10/6/2015
Date

President/CEO
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET



**BID #257-15 RFP IT SERVERS
VENDOR'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: UEHTECH, INC

(Company Name)

1. Company <u>CDC</u>	
Street Address <u>2920 BRANDYWINE RD Room 3100</u>	
City, State & Zip <u>ATLANTA, GA 30341-5539</u>	
Contact Person Name <u>DOUG MCCLELLAND</u>	Title _____
Phone <u>(404) 634-7688</u> FAX _____	Email <u>Zbe7@cde.gov</u>
Describe Scope of Work and dates of project/service: <u>EMC CLAYTON MAINTENANCE</u> <u>08/31/2013 - 09/01/2016</u>	
2. Company <u>ALEXANDER'S PRODUCE</u>	
Street Address <u>16 FOREST PARKWAY</u>	
City, State & Zip <u>FOREST PARK, GA 30297</u>	
Contact Person Name <u>BETH ALEXANDER</u>	Title <u>VICE PRESIDENT</u>
Phone <u>(404) 346-3770</u> FAX _____	Email <u>alexanderproduce@aol.com</u>
Describe Scope of Work and dates of project/service: <u>SERVER MAINTENANCE</u> <u>2008 TO PRESENT</u>	
3. Company <u>LESTER DENTAL</u>	
Street Address <u>1217 ROYAL ROAD</u>	
City, State & Zip <u>CONYERS, GA 30014</u>	
Contact Person Name <u>DR. JOE LESTER</u>	Title <u>OWNER</u>
Phone <u>770-922-9065</u> FAX _____	Email <u>joewolfe@aol.com</u>
Describe Scope of Work and dates of project/service: <u>DELL SERVER MAINTENANCE</u> <u>2012 TO PRESENT</u>	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Backup material for agenda item:

3. Presentation of FY16 DHS Coordinated Transportation Contract - Senior Center Director
Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Senior Center/Transit

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 11-2-2015

Item of Business/Agenda Title: Approval of FY16 DHS Coordinated Transportation Contract

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Commission approval of FY2016 Contract

Department Recommendation: Recommend approval of Contract.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: DHS has contracted with Deanna, Inc. (D/B/A T & T Transportation) to reimburse

No Dawson County up to \$51,773,87 depending upon number of trips for DHS Coordinated Transportation.

Amount Requested: funds received on reimbursement basis Amount Budgeted: \$35,000 budgeted revenue

Fund Name and Account Number: 250-00-5540-016

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett Date: 11-3-2015

Finance Dept. Authorization: Dena Bosten Date: 11-3-2015

County Manager Authorization: _____ Work Session Date: _____

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 DHS Coordinated Transportation Contract

DATE: 11-3-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: November 19, 2015

PURPOSE: Approval of FY 2015 DHS Coordinated Transportation Contract.

HISTORY: Current contract continues Federal and State funds for senior aging trips. This contract replaces GMRC Contract from past years. Funding obligations from Deanna, Inc. (D/B/A) T & T Transportation to reimburse Dawson County up to \$51,773,87 depending upon number of trips for DHS Coordinated Transportation.

FACTS AND ISSUES: Contract allows county to receive Federal and State funds for all senior aging trips provided by Dawson County Transit and the Margie Weaver Senior Center.

-
-
- OPTIONS:**
1. Approve FY 2016 DHS Coordinated Transportation Contract.
 2. Do not approve FY 2016 DHS Coordinated Transportation Contract.

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2016 DHS Coordinated Transportation Contract with Deanna, Inc. D/B/A T & T Transportation.

DEPARTMENT: Senior Center/Transit

Prepared by: Dawn Pruett

Director Dawn Pruett

SECTION ONE – ADMINISTRATIVE INFORMATION

Contract Period – Beginning on October 1, 2015 and ending on June 30, 2016.

BETWEEN

Deanna, Inc. (d.b.a T & T Transportation), as the Vendor

AND

**The Dawson County Transit
Hereafter referred to as the Provider**

FUNDING INFORMATION

TOTAL UNITS (TRIPS) **5753**

TOTAL FUNDING OBLIGATIONS – **\$51.773.87**

MONTHLY PAYMENT X – Payments shall be made monthly and within 14 days of receipt of coordinated transportation payment

SECTION TWO

DHS COORDINATED TRANSPORTATION CONTRACT FOR SERVICES

THIS CONTRACT, entered into as of the 1st day of October 2015, by and between the

Dawson County Transit,
(Hereinafter referred to as “PROVIDER”)
And the
Deanna, Inc. (d.b.a T & T Transportation),
(Hereinafter referred to as “Vendor”).

WITNESSETH THAT:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION THREE

TERMS AND PAYMENT

- 1) Term and Time of Performance. The term of this contract runs from Oct. 1, 2015 through June 30, 2016. The effective date of this contract is Oct.1st, 2015. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment “A” that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2016.
- 2) Scope of Service. The Provider is solely engaging in an agreement to provide congregate meal transportation for seniors receiving services at the Dawson County Transit. Any other services performed by the Provider are outside the scope of this contract.
- 3) Method of Payment. The amount of this contract is included in Section One of this contract (page 1). Total payments from the Vendor to the Provider shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - 4) Payments. The provider shall be entitled to receive payments on the following basis:
 - (a) *On or before the fifth day of the month* following the month for which reimbursement is requested, the Provider shall submit to Vendor, in a form acceptable to the Georgia Department of Human Services and the DEANNA INC. as specified in Attachment “A”, a request documenting actual trips incurred during that month for congregate meal transportation as specified in Attachment “A.”
- 5) Final Payment.

The Provider’s reimbursement request for the last month of the contract term must be received by Vendor no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. The Vendor may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- 6) Provider’s Personnel. The Provider represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of the Vendor.

- 7) Force Majeure. Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.
- 8) Termination.
- a) **Due to non-availability of funds**. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement to Provider for services under this contract no longer exist or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the Vendor as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
 - b) **Due to default or for cause**. This contract may be terminated for cause, in whole or in part, at any time by the Vendor for failure of the Provider to perform any of the provisions hereof. Should the Vendor exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Provider will be required to submit the final contract expenditure report no later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Provider shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
 - c) **For Convenience of the Provider**. This contract may be cancelled or terminated by the Provider without cause; however, the Provider must give written notice of its intention to do so to the Vendor at least sixty (60) days prior to the effective date of cancellation or termination.
 - d) **For Convenience of Vendor**. This contract may be cancelled or terminated by the Vendor without cause; however, the Vendor must give written notice of its intention to do so to the Provider at least thirty (30) days prior to the effective date of cancellation or termination.

11) **Payment and Correspondence Address**

**25 Justice Way Suite 2214
Dawsonville, Ga. 30534**

IN WITNESS WHEREOF, the Provider and the Vendor have executed this contract as of the day first above written.

Provider's Address for Official Correspondence

Dawson County Transit

Actual Provider Information

Dawson County Transit

Contact Person:

Contact Person:

Telephone:

Telephone:

Vendor's Address for Official Correspondence

T & T Transportation

Post Office Box 652

Clearwater, S. C, 29822

Contact Person: Shawn Thomas

(706) 722-7030

ATTEST:

By:

Title

Print Name

Date _____

ATTEST:

By: SHAWN THOMAS

BELINDA SMITH

Print Name

Date 10-22-2015

**ATTACHMENT A
DHS APPROVED PAYMENT INVOICE
CHECK REQUEST - INVOICE FOR PAYMENT**

For Coordinated Transportation Services

Month/Year _____

Provider/Contractor Name: _____
Address: _____
City, State, Zip Code: _____
Contact Name: _____
Telephone #: _____

AGING

Total # of Congregate Trips	_____	X Rate	\$6.50	=	<u>\$0.00</u>
Total # of In-Kind Match Trips	_____	X Rate	\$6.50	=	<u>\$0.00</u>

TOTAL BILLED	\$0.00
Total In-Kind	\$0.00

Authorized Signature _____ Date _____

Backup material for agenda item:

4. Presentation of FY2017 GDOT 5311 Transit Grant Application - Senior Center Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Transit

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 11-3-2015

Item of Business/Agenda Title: Approval of FY17 GDOT 5311 Transit Grant Application

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Commission approval of FY2017 GDOT 5311 Transit Grant Application and for Chairman Berg to sign contract if awarded.

Department Recommendation: Recommend approval of Application

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: FY2017 Budget is attached with a decrease of .40%.

No

Amount Requested: Operating: \$119,616/Capital: \$4,742 Amount Budgeted: Amount will be budgeted during the FY 2017 Budget process

Fund Name and Account Number: 250-00-5540-017

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett Date: 11-3-2015

Finance Dept. Authorization: Dena Bosten Date: 11-4-2015

County Manager Authorization: _____ Work Session Date: _____

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2017 GDOT 5311 Transit Grant Application

DATE: 11-3-2015

BUDGET INFORMATION:

ANNUAL-	<u>\$119,616</u>
CAPITAL-	<u>\$4,742</u>

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: November 19, 2015

PURPOSE: Approval of FY 2017 GDOT Transit Grant Application and for Chairman Berg to sign contract if awarded.

HISTORY: Application is for a yearly grant through GDOT which allows transit program to provide bus service to all citizens of Dawson County.

FACTS AND ISSUES: GDOT 5311 is a 50% federal/state grant with Dawson County matching 50% for public transportation program.

-
-
- OPTIONS:**
1. Approve FY 2017 GDOT Transit Grant Application
 2. Do not approve FY 2017 GDOT Transit Grant Application

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2017 GDOT Transit Grant Application and allow Chairman Berg to sign contract if grant is awarded.

DEPARTMENT: Transit

Prepared by: Dawn Pruett

Director Dawn Pruett

TRANSIT

Proposed FYxx Operating Budget

Line #	Description	Existing FY16 Budget	Proposed FY17 Budget	% Increase (Decrease)	Justifications for changes in Budget*
1	Director Salary	\$26,000	\$28,500	9.62%	Salary increase for county-wide salary study
2	Supervisor Salary	\$0	\$0		
3	Bookkeeper Salary	\$0	\$0		
4	Secretary Salary	\$0	\$0		
5	Training	\$1,700	\$1,700	0.00%	
6	Marketing	\$500	\$225	-55.00%	
7	Telephone	\$2,700	\$1,575	-41.67%	New phone system lowers monthly bill
8	Office Supplies	\$1,500	\$1,450	-3.33%	
9	Rental Expenses	\$450	\$400	-11.11%	
10	Standard Overhead	\$0	\$0	0.00%	
11	Computer Software	\$3,792	\$3,792	0.00%	RouteMatch Tablets
12	Audit	\$1,400	\$1,400	0.00%	
13	Other (Utilities)			0.00%	
14	Other			0.00%	
*	Total Administrative Budget	\$38,042	\$39,042	2.63%	
16	Driver Salary	\$76,000	\$82,360	8.37%	Salary increase for county-wide salary study
17	Dispatcher Salary	\$32,500	\$33,030	1.63%	Salary increase for county-wide salary study
18	Mechanic Salary	\$0	\$0		
19	Fuel	\$37,700	\$35,000	-7.16%	
23	Maintenance & Repairs	\$8,500	\$4,500	-47.06%	
24	Insurance	\$4,410	\$4,410	0.00%	
25	Drug/Alcohol Testing	\$500	\$500	0.00%	
27	Licenses	\$100	\$0	-100.00%	Not used
28	Uniforms	\$850	\$850	0.00%	
26	Fringe Benefits	\$39,000	\$37,065	0.00%	
29	Other (Communications)	\$2,600	\$2,475	-4.81%	over budgeted
30	Other (Utilities)				
	Total Operating Budget	\$202,160	\$200,190	-0.97%	
*	Total Budget	\$240,202	\$239,232	-0.40%	
	POS Local Funds	\$35,000	\$31,000	-11.43%	Reimbursement for Senior Rides

Capital Budget:	
1 (one) Shuttle Van with Lift	\$47,419
TOTAL	\$47,419

*If changes exceed 5%
 *Administrative Total must be <= 20% of Total Budget

Total Administrative Budget	\$47,846	20%
Total Operating Budget	\$191,386	80%
Total Budget	\$239,232	

Georgia Department of Transportation

5311 Program Application

SFY 2017

For Period July 1, 2016 – June 30, 2017

County: Dawson

GDOT District: 1

Date submitted: _____

Reviewed by Public Transportation Coordinator:

Name

Date

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LIST OF EXHIBITS

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY TO COMPLETE THE EXHIBITS:

1. **EXHIBIT 1 - *Exhibit cover sheet*** - Please complete all exhibits, as applicable. Only check those that apply, **if not applicable, indicate as such with N/A**
 2. **EXHIBIT 2 – *Executive Summary*** – Provide narrative of transit system and total Budget request.
 3. **EXHIBIT 3–*Budget request*** - Please insert copy of system budget request for application period, copy of September (current fiscal year) reimbursement, copy of final prior year (2015) reimbursement, and FY16 purchase of service agreement(s) or contract, if applicable.
 4. **EXHIBIT 3B - *System Narratives*** – Complete all sections under **Organization, Market, Operations, Marketing, Vehicle Inventory, Operating Data, Financial Data, Vehicle Inventory, Operating Performance (2015 full year), Operating Performance (2015 July 2015-Dec. 2015), Financial Data**
 5. **EXHIBIT – 4 - *Purchase of Service Computation Worksheet (Fully allocated cost(FAC)); 4B;Purchase of Service (POS) trip rates***
 6. **EXHIBIT 4A - *Insert Third Party Operator Agreement (if applicable)***
 7. **EXHIBIT 4B – *Purchase of Service Rate (POS) Information (if applicable)***
 8. **EXHIBIT 5 - *FY2015 FTA Certifications and Assurances*** Have the County Commissioner Chairman or Mayor and County Attorney’s to sign this document and include original with application packet due to the Department by November 30, 2015.
 9. **EXHIBIT 6-(*AUTHORIZING RESOLUTION*)** Provide the authorizing resolution from the most recent Commissioner’s Meeting. Make sure resolution is properly witnessed and notarized including the date the commission expires; it should also be stamped with the notary seal as well as the County Seal; and complete certificate of attesting officer. The original should be returned to the Department no later than November 30, 2015. A copy should be included in application packet.
- Georgia Department of Transportation – Division of Intermodal
600 West Peachtree Street, 2nd Floor
Atlanta Georgia 30308
10. **EXHIBIT 7A –*Private Enterprise Coordination*** - Have the County Commissioner or Mayor to sign and date this form. This exhibit, original legal ad and notarized publisher’s affidavit from the newspaper should be returned to the Department by November 30, 2015.
 11. **EXHIBIT 7B –*Copy of Tear Sheet*** Publish this notice one time in the local government’s legal newspaper. The original legal ad and notarized publisher’s affidavit from the newspaper should be returned to the Department by November 30, 2015.
 12. **EXHIBIT 8–*No Intent to Charter*** - Certification of no intent of charter is done when a County does not intend to charter. This exhibit must be placed on County/City letterhead and signed by County Commissioner or Mayor and returned to the Department by November 30, 2015. (GDOT does not allow charter service)
 13. **EXHIBIT 9–*5333(b) Warranty*** - Have the County Commissioner or Mayor sign and return to DOT by November 30, 2015.

14. **EXHIBIT 10- FTA Title VI & National Transit Database Data Collection and Reporting** - This form needs to be completed for a typical month in the fiscal year 2015; this data can be obtained from the vehicle monthly reporting forms that are turned into the Department each month. This form needs to be sent in along with other information by November 30, 2015.
15. **EXHIBIT 11- Substance Abuse Certification** - This form needs to be put on County letterhead and signed by the County Commissioner or Mayor and returned to the Department by November 30, 2015.
16. **EXHIBIT 12- Certification of Equal Access**—Only applicable if purchasing vehicles without ADA access). This form to be completed and signed by the County Commissioner or Mayor and returned to the Department by November 30, 2015.
17. **EXHIBIT 12B – (required by all systems) Accessible Vehicle Out of Service/Returned to Service Documentation Worksheet** – Per guidelines of the 5311 program, when a lift equipped vehicle is removed from service due to repairs, either to lift or otherwise, the vehicle should remain out of service for no more than 5 business/service days.
18. **EXHIBIT 13 - Nondiscrimination Assurance**—Complete Part 1 (record of accessible vehicles out of service dates) and Part 2 Non-discrimination Assurance.
19. **EXHIBIT 14 – Suspension and Debarment** – Terms apply to sub recipient and third-party contractors.
20. **EXHIBIT 15 – DBE Semi Annual Reporting** - This will be required semi-annually by any sub-recipients with Federal grant awards of more than \$ 250K annually.
21. **EXHIBIT 16 – E-Verify** Federal statute requires E-Verify conditions are met for all employees.
22. **EXHIBIT 17 – Decennial Census status** complete if you county population is now urban, or has some urban tracts (population over 50,000)
23. **EXHIBIT 18 – Meals on Wheels** – Complete this exhibit if your agency is planning to use the Section 5311 service to deliver meals on wheels.
24. **EXHIBIT 19 -Procurement Certification** – Certify on page one of Exhibit 19 regarding sole-source, single bid and brand-name procurements. Also complete page two of Exhibit 19 for all contracting opportunities.
25. **APPENDIX A – FTA Certification and Assurances for FFY2015 (includes MAP-21)**

PART I - INTRODUCTION

5311 RURAL PUBLIC TRANSPORTATION APPLICATION

The Rural Public Transportation Application is made up of two parts:

PART I -PROJECT DESCRIPTION

PART II -COMPLIANCE REQUIREMENTS

The Project Description outlines what the public transportation program will accomplish and how it will approach management of resources and operations. The Compliance Requirements are necessary to receive Federal funds.

The Project Description should outline the public transportation program operations and finances clearly and its relationship to Local and State public transportation system goals. The Project Description serves as the basis for the application as well as an annual operations program for the transit service. Exhibit 1 lists the necessary components for the Project Description portion (Part 1) of the grant application and should be used to insure that all required paperwork has been included.

For new applicants and renewals, all elements of Part I need to be included in the Application along with the Executive Summary.

The dollar amounts listed in the Executive Summary should match those listed in the financial portion of the Project Description including the proposed budget.

Please contact your District Transportation Coordinator if you need technical assistance or have any questions regarding any portion of the application.

EXHIBIT 1

**SECTION 5311 GRANT APPLICATION
COVER SHEET & CHECKLIST**

(For the Application Period July 1, 2016 through June 30, 2017)

Application Preparer: Dawson County

Phone No. 706-344-3501

Public Transit Coordinator: Jemal Sheppard

District/County or system name: Dawson County

Exhibit Number

PART I:

- Executive Summary Exhibit 2
- The Organization
- The Market
- The Operations
- The Marketing Program
- Financial Data
- Insert FY17 Budget Request (Printed from RMIS) Exhibit 3
- Insert Copy of June 2015 Final Reimbursement
- Insert Purchase of Service Agreement (If Applicable)
- Narratives - & Operating Data Exhibit 3B
- Fully Allocated Cost Computation(s) Exhibit 4
- Third Party Operator Agreement (Insert if Applicable) Exhibit 4A
- Purchase of Service rate/contract information Exhibit 4B

PART II:

- 1. Annual Listing of FFY15 Certification and Assurances Exhibit 5
- 2. Authorizing Resolution Exhibit 6
- 3. Private Enterprise Coordination
- a. Submit Exhibits 7A & 7B Exhibits 7A/7B
- 4. Charter Service:
- Certification of No Intent to Charter Exhibit 8
- 5. Section 5333(b) Labor Warranty Exhibit 9
- 6. FTA Title VI Data Collection and Recording:
- Part I. General Reporting Requirements Exhibit 10
- Part II. Grantees Monitoring Procedures Exhibit 10
- 7. Substance Abuse Certification Exhibit 11
- 8. Certification of Equal Access Exhibit 12
- Accessible Vehicle out of service (required) Exhibit 12B
- 9. Nondiscrimination Assurance Exhibit 13
- Accessible Vehicle Out of Service Exhibit 13B
- 10. Suspension & Debarment Exhibit 14
- 11. DBE Semi-Annual Reporting Exhibit 15
- 12. E-VERIFY Exhibit 16
- 13. Decennial Census Status Exhibit 17
- 14. Meals on Wheels Exhibit Exhibit 18
- 15. Procurement Certification Exhibit 19
- 14. Appendix A- FTA FY15 Certs and Assurances Appendix A

*New
New*

***Indicate by N/A any items that are not applicable.**

Reviewed by:

Public Transportation Coordinator

Date

Program Manager's Review

Date

PART ONE

Exhibit 2

EXECUTIVE SUMMARY

1. APPLICANT: Commissioner of Roads and Revenue Dawson County
2. CONTRACT CONTACT PERSON: Dena Bosten, Chief Financial Officer, Dawson County
3. Third-Party Operator(s)
Name: _____
Address: _____
PhoneNumber/Email: _____
Name: _____
Address: _____
PhoneNumber/Email: _____
4. DUNS #: 039486055
5. ADDRESS & PHONE for contract mailing:
25 Justice Way, Suite 2313, Dawsonville GA 30534
706-344-3700
Email: dpruett@dawsoncounty.org ; dbosten@dawsoncounty.org
6. NUMBER OF YEARS PROGRAM HAS BEEN OPERATING: 14
7. PROGRAM OBJECTIVES STATEMENT: To provide general transportation to the citizens of Dawson County
8. MARKETS SERVED STATEMENT (including Purchase of Service):
Service is targeted to elderly, disabled and all who are transportation dependent. Service is open and available to all Dawson county citizens.
9. COMMUNITY BENEFITS STATEMENT:
Increased citizen mobility, coordination of transportation resources, promotion of local businesses, thereby contributing to the economy as well as improving quality of life.
10. NUMBER OF 5311 VEHICLES IN PROGRAM: 4
11. NUMBER OF VEHICLES THAT ARE ADA LIFT EQUIPPED:
4
12. NUMBER OF TWO-WAY MOBILE RADIOS? 5 mobile phones
13. OTHER COMMUNICATION EQUIPMENT _____
 - a. Computer:
 - b. Software Licenses:
 - c. Bus Surveillance
 - d. Bus Tablets
 - e. Bus Branding
 - f. Communication/2 way radios

Procurement Note: Subrecipients must seek GDOT approval prior to capital purchases or contracting opportunities. GDOT must be provided a copy of solicitation, bidder's response and final contract.

Micro-purchases (under \$5,000) Price must be fair & reasonable.

Small purchases– (\$5,000 to \$ 24,999) provide written specification for item(s) being procured and obtain three (3) quotes for the product or service

Large purchases (\$ 24,999 and above – clear written specifications publicly advertised and award to lowest responsive and responsible bidder whose bid conforms to all material terms and conditions of the Request for Quote.

14. DESCRIPTION OF CAPITAL ITEMS BEING REQUESTED (please note, any leased items with monthly charge must be place under Operations budget, not capital). **(NOTE: For the FY17 cycle, vehicle pricing has not been finalized but will be released by the Department once known. Capital budgets will be adjusted prior to Capital contracts being issued)**

Shuttle Van with Lift \$47,419

15. DESCRIPTION OF PROPOSED MARKETING EFFORTS:

Dawson County intends to use newspaper ads, flyer, telephone book, social media, and word of mouth as marketing tools. The system name and telephone number are on the sides of the vans.

Exhibit 3 – Budget Request

TOTAL BUDGET REQUESTED

- 1. Operating: Federal: \$119,616 Local: \$119,616
- 2. Capital: Federal:\$37,935 State: \$4,742 Local: \$ 4,742
- 3. Grand Total :Federal: \$157,551 State: \$4,742 Local: \$124,358**

4. Source(s) of Local Match (name all):
General Fund

5. Revenue Target from Purchase of Service, i.e. DHS and/or Medicaid, etc. (anticipated):
\$ 31,000

6. Farebox Revenue (anticipated) :
\$ 8,500

Exhibit 3 (continued)

- 1.) Please insert copy of your budget request for application period FY17 and copy of June 2015 final reimbursement
- 2.) And FY16 purchase of service contract/agreement, i.e., DHS, Medicaid and/or any other revenue producing contractual or agency pay contract for which revenues will be received

Exhibit #3B Narratives

THE ORGANIZATION (narrative)

Dawson Transit is the general public transportation service for Dawson County. Dawson Transit provides transportation to doctor's offices, grocery stores, pharmacies, schools, parks, centers, shopping, and other places located in Dawson County and its surrounding area. The program increases citizen mobility, promotes local businesses, offers contribution to the economy and improves the quality of life for those that use the service.

THE MARKET (narrative)

Dawson Transit is available to all residents of Dawson County. The program serves the elderly, disabled, and all who are transportation dependent. The program provides rides to those individuals for various needs within the county and in the surrounding area on certain days of the week.

OPERATIONS (narrative)

Dawson county Transit operates four buses five days per week. They operate Monday through Friday, 8:00 a.m. to 4:30 p.m. They carry seniors, handicapped, and others in Dawson County and the surrounding area.

MARKETING (narrative)

It is important that Dawson County program market their program. The County will identify several market areas. Groups and organizations as well as individuals needing transportation for any reason will continue to be sought out. The County may utilize word of mouth advertising, flyers, press release, websites, Public Service radio announcements, etc. The program name and telephone number will be on the sides of the vans advertising the service. Marketing efforts are expected to costs approximately \$ 225.00.

The stimulation of new ridership and increased revenues are the intended accomplishments of the marketing campaign. The monthly reporting/service data will reflect the effectiveness of such efforts.

Please add the county marketing efforts below:

Dawson county Transit plans to advertise the next budget year in local newspapers and develop a new brochure. Also, plans are underway to use grant funds to re-brand fleet of buses.

The link and information below is provided through the National RTAP program and is a tool for building a county website.

<http://webbuilder.nationalrtap.org/WebAppsIntheCloud/WebsiteBuilder.aspx>

Website Builder – Considerations

Planning your website

All good websites come from a good plan. Sounds redundant, but it's true. If you want to create a good website, you need a solid plan.

Assignment #1 - Goal Statement

Come up with a purpose for your site, or better yet, call it your Goal Statement.

Answer the following questions

1. What am I going to do with the website?
2. Who is going to access the website?
3. What kinds of information will be posted on the website?
4. How often am I going to be posting and adding information to the website?

Assignment #2 - Content Strategy

What kind of content will you be displaying on your website? Content is the information you display to your visitors. It can include, but is not limited to the following:

- Blog posts
- Documents (downloadable schedules, forms etc.).
- Video
- Pictures (such as in a gallery)
- Slideshows
- Embedded social media feeds (such as your Twitter stream or Facebook page updates)

Your content strategy is the way that you plan to present your content over time. For instance, you may want to publish two blog posts a month, and put out a free quarterly report for your subscribers to download four times a year. Since content is such a vital aspect of a website, ask other agency staff for help if you need it.

Assignment #3 – Website Structure

Decide what pages you'll be using and what features will be on each one. Most websites have an About and Contact page, but the pages you use should meet your needs. Here are some suggestions, again removing the ones that you want and add ones that I have missed:

- Home
- About Us
- Routes and Schedules
- Dial-A-Ride and ADA
- Fares and Passes
- Riding with Us
- News and Service Alerts
- Calendar
- Contact Us

5311 Vehicle Inventory

The 5311 program will utilize 4 vans of which 4 vehicles are equipped with wheelchair lifts as listed below.

NOTE:

If you have non-5311 revenue vehicles in use, these must also be included, and noted below. Certificate of Insurance **MUST** be provided to your Public Transportation District Coordinator, or attached with application for each vehicle used for the purpose of public transportation. All passenger statistics must be captured monthly on the Rural Reporting Form and sent to the District Public Transportation Coordinator.

If non-5311 vehicles are utilized, the operational costs of operation, repair expenses, etc. cannot be included in the overall budget request. Surplus retentions are only intended to assist a system in the event a vehicle may be out of service for repairs or due to accident, etc. The Department also makes available a pool of leased vehicles that may be leased at 0.10 cents per mile

DOT Vehicle Number	Description (incl. /lift) is so equipped	Purchase Date	Vehicle Identification Number (VIN)	Purchase Cost	Location	Use	Condition	Mileage as of December 31, 2013	Disposition Data
Example 3266	2012 Conversion Van/lift	03/29/12	1FTDS3EL8 CDA54904	\$38,699	BERRIEN COUNTY	5311	EXCELLENT	33,222	
2972	2010 Goshen Van /Lift	7-1-2010	1FDEE3FS8ADA69929		Dawson	5311	Fair	111,843	
2973	2010 Goshen Van /Lift	7-9-2010	1FDEE3FS6ADA69931		Dawson	5311	Fair	122,294	
3145	2011 Goshen Van/Lift	11-30-2010	1FDEE3FSXBDAD5764		Dawson	5311	Fair	107,821	11-2015
3410	2014 Goshen Van/Lift	1-17-2014	1FDEE3FS3EDA26749		Dawson	5311	Good	28,362	

***Enter asterisk in column next to DOT Vehicle Number if vehicle is to be replaced in FY 2017**

If requesting a non-lift equipped vehicle Ex. 12 MUST be completed.

The vehicles will be stationed and dispatched from the following address:

Margie Weaver Senior Center/ Dawson County Transit Office
 201 Recreation Road
 Dawsonville, GA 30534

Last FY 2015 (actual)		Current FY 2016 (budgeted)		Proposed FY 2017	
Fares	\$	Fares	\$ 8,500	Fares	\$ 8,500
Federal	\$	Federal	\$120,101	Federal	\$ 119,616
Local	\$	Local	\$120,101	Local	\$ 119,616
POS	\$	POS	35,000	POS	31,000
POS	\$0	POS	\$0	POS	\$0
Total	\$	Total	\$	Total	\$

The budget for the upcoming FY 2017 application period is shown above and on the attached page labeled Budget Report, Exhibit 3. The program requests a total of \$___119,616_____ (50%) in Federal Operating Assistance. The Local government will provide a total of _119,616_____ (50%) Local match for Operating Assistance. Operations expenses are increased in FY 2017 due to adjustments of over \$_____ (total) to the following line item(s). Show as increase or (decrease)

Line Item: _____ Line Item: _____
Line Item: _____ Line Item: _____

The program (if applicable) also requests a total of \$___37,935_____ (80%) in Federal Capital Assistance, and a total of \$_____4,742_____ (10%) in State Capital Assistance. The local government will provide a total of \$_4,742_____ (10%) local match for Capital Assistance.

*** Please note, all budget requests are subject to review and final approval. If Federal dollars are constrained, budget may be limited to prior fiscal year request, or as determined by Department.**

The program does X or does not ____ have any purchase of service contracts. County budgets a farebox revenue target based on 10% of the total administrative and operating costs. (Mandatory)

EXHIBIT 4 (complete if applicable)
GEORGIA DEPARTMENT OF TRANSPORTATION
SECTION 5311
PURCHASE OF SERVICE (POS) COMPUTATION WORKSHEET

Formula for computing Fully Allocated Operation Cost per One-Way Passenger Trip (OWPT)

Formula:

Expense Total / Estimated System Total OWPTs for Application Period = Average Cost per OWPT

Operating Expense Total (from Administrative & Operating Budget of Exhibit 2):

Estimated System Total OWPTs for the Application Period:

Fully Allocated Operating Cost per OWPT:

#DIV/0!

Fully Allocated Operating Cost (FAOC) Information

Proposed POS Contracts for the Application Period:

Name of Agency	Estimated OWPT's	Projected Revenue	Average Cost Per Trip
1.			#DIV/0!
2.			#DIV/0!
3.			#DIV/0!
4.			#DIV/0!
5.			#DIV/0!
Total	0	\$0	#DIV/0!

POS Revenue Should Meet the Average FAOC:

#DIV/0!

Exhibit 4A

Third Party Operator Agreement

Please insert copy of Third Party Operator Agreement (if applicable) or indicate N/A

Exhibit 4B

Purchase of Service Rate Information

Definition: On a per trip basis, in which the total operating budget of the sub recipient is divided by the total projected ridership, including both general public (fare-paying) riders and agency clients riding under purchase of service agreements. This average system cost is then compared to the average revenue per trip anticipated from POS agreements – if the POS revenue per trip, on average, is greater than the system average cost, then the requirement is met.

The fully allocated cost for the previous fiscal year was: \$294,992

The fully allocated cost for the current year to date is: \$240,202

The projected fully allocated cost for the next year application is: \$239,232

If a purchase of service contract exists, what is the rate of reimbursement? Please list all types of trips and rates contracted for. Please list by category.

(example: Ambulatory, wheelchairs, group trips, wait times, etc.)

Ambulatory One-way rate: \$6.50_____

Wheelchair One-way rate: \$6.50_____

Group Trip rate (if applicable): \$6.50_____

Wait Time (if applicable): N/A_____

Attendant rate (if applicable): N/A_____

Please provide a copy of the Purchase of Service agreements, if existing, between Georgia Department of Human Services for human service transportation contracts and/or Medicaid subcontracts (Logisticare or Southeast Trans)

DHS Anticipated annual revenue:	\$31,000
DHS Anticipated annual OWPT trips:	8,500
Medicaid anticipated annual revenue:	\$ N/A _____
Medicaid Anticipate annual OWPT trips:	N/A _____

PART II - COMPLIANCE REQUIREMENTS

All applicants must include the FTA FFY15 certification and assurances in order to receive Federal funds for the purpose of providing rural public transportation. Also, additional regulatory requirements must be reported in order to participate in the program.

Please complete all Exhibits (Ex. 5-Ex. 17), as applicable and refer back to the List of Exhibits for additional guidance.

You may also contact your District Public Coordinator for further technical assistance.

EXHIBIT 5

FEDERAL FISCAL YEAR 2015 CERTS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

Name of Applicant: Commissioner of Roads and Revenue Dawson County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. **X**

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected: Group	Description	
01. (same as FY16)	Required Certifications and Assurances for Each Applicant.	_____
02. (same as FY16)	Lobbying.	_____
03. (#4 in FY16)	Procurement and Procurement Systems.	_____
04. (#3 in FY16)	Private Sector Protections.	_____
05. (same as in FY16)	Rolling Stock Reviews and Bus Testing.	_____
06. (same as in FY16)	Demand Responsive Service.	_____
07. (same as in FY16)	Intelligent Transportation Systems.	_____
08. (new for SFY16)	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09. (#8 in FY16)	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10. (#9 in FY16)	Alcohol and Controlled Substances Testing.	_____
11. (#10 in FY16)	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12. (#11 in FY16)	State of Good Repair Program.	_____
13. (#10 in FY16)	Fixed Guideway Modernization Grant Program.	_____
14. (#13 in FY16)	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15. (new for SFY16)	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16. (new for SFY16)	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17. (#14 for FY16)	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18. (#15 for FY16)	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19. (new for SFY16)	Low or No Emission/Clean Fuels Grant Programs.	_____
20. (new for SFY16)	Paul S. Sarbanes Transit in Parks Program.	_____
21. (#20 for FY16)	State Safety Oversight Grant Program.	_____
22. (#21 for FY16)	Public Transportation Emergency Relief Program.	_____
23. (New for FY16)	Expedited Project Delivery Pilot Program.	_____
24. (#23 for FY16)	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 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 Applicant:

Commissioner of Roads and Revenue Dawson County
Name and Relationship of Authorized Representative:Mike Berg, Chairman, Dawson County Board of Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant 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 2016, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2016.

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

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

Signature _____ Date: _____

Name Mike Berg, Chairman, Dawson County Board of Commissioners
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Commissioner of Roads and Revenue Dawson County

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 the Applicant.

I further affirm to the Applicant 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 Joey Homans, County Attorney, Dawson County Board of Commissioners
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.

EXHIBIT 6

(Page 1 of 2)

AUTHORIZING RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grant to non-urbanized areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and under the United States Department of Transportation requirements thereunder; and

NOW THEREFORE, BE IT RESOLVED BY (Commissioner of Roads and Revenue Dawson County), hereinafter referred to as the “APPLICANT”,

1. That the (Commissioner of Roads and Revenue Dawson County) hereinafter referred to as the “Official is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.”
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to furnish such additional information as the U.S. Department of Transportation or the Georgia Department of Transportation may require in connection with the application of the project.
5. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation in connection with the application for public transportation assistance.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2015 as listed in Appendix A of this application and General Operating Guidelines as illustrated in Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs.
7. That the Applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements.

APPROVED AND ADOPTED this _____ day of _____, 2015.

Authorized Official

Mike Berg, Chairman
Type Name and Title

Signed, sealed and delivered this _____ day of _____, 2015 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting (_____) of (_____)
(Title of Certifying/Attesting Official)(Applicant's Legal Name) certifies that the
foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on
_____ 2015.

Name of Certifying/Attesting Officer

County Seal

Title of Certifying/Attesting Officer

EXHIBIT 7A

PRIVATE ENTERPRISE COORDINATION CERTIFICATION

List of private providers operating in the service area:

Date Notified: _____

Attach Notice and Affidavit from newspaper or letter sent to private providers. (Non-Display, Public Notice, or Legal Ad in county legal organ)

Last Day to Respond: _____

(Commissioner of Roads and Revenue Dawson County) will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled and a review format will be developed to carry out this task. Private providers will be notified and their interest in the service provision will be assessed. Private providers will be invited to attend and be a part of the annual review process.

Date: _____

Signature of Authorized Officer

Mike Berg, Chairman, Dawson County Board of Commissioners
Name and Title of Authorized Officer

EXHIBIT 7B
(Language for Public Notice)

NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING
PRIVATE ENTERPRISE COORDINATION
RURAL PUBLIC TRANSPORTATION PROGRAM

(Legal Name of City/County) is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural and small urban areas.

The (Legal Name of City/County) will offer general public transportation to all citizens of (Legal Name of County/City) for any worthwhile purpose, including but not limited to shopping, medical treatment, social services and other purposes.

The (Legal Name of City/County) solicits private sector input and participation to assure that private for-profit transportation operators have a fair and timely opportunity to participate in the development of this program.

The (Legal Name of City/County) also solicits comments and concerns from the general population on local rural public transportation services.

The (Legal Name of City/County) also solicits comments and concerns from the disabled population and their representatives to assure that issues relating to the disabled are addressed in the service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered or development of the application.

Written comments, requests for a public hearing and/or written notice of intent by private for-profit transportation operators to provide or participate in any or all of the above services should be submitted no later than fifteen (15) days from the date of this publication to:

COMMISSION CHAIRMAN
ADDRESS
CITY/ZIP
PHONE NUMBER

If no response is received within the fifteen (15) days, the Department of Transportation will proceed with the application.

EXHIBIT 8

CERTIFICATION OF NO INTENT TO CHARTER SERVICE

Commissioner of Roads and Revenue Dawson County certifies that it does not intend to and will not provide charter service with FTA funded equipment and facilities or provide any exclusive service during the operating period of this application. Should the Applicant decide to provide charter service under the only exception allowed by Georgia Department of Transportation (conveyance of government officials), the Applicant **MUST** notify Georgia Department of Transportation and Federal Transit Administration in writing of such services.

The applicant also certifies that conveyance of government officials shall not exceed **80 hours in a given year** and such services must also be reported using Federal Transit Administration's TEAM module.

DATE: _____

Signature of Authorized Officer

Mike Berg, Chairman, Dawson County Board of Commissioners
Name and Title of Authorized Officer

**SPECIAL SECTION 5333(b) WARRANTY FOR
APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Title 49 U.S.C. Section 5311:

A. General application

The Public Body Georgia DOT agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project (Dawson County Transit) and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(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 and any other legally responsible party designated by the Public body 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, 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 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 position with regard to his employment as a result of the Project, but who

EXHIBIT 9 (continued)

is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (9) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2)(a) 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.

(2)(b) The Recipient or legally responsible party 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. 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 in the Recipient's employment available to be filled by such affected employees.

(2)(c) 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 applications of the terms and conditions of this arrangement shall commence immediately. 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 (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the public body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended]. ²For purposes of this warranty agreement, paragraphs (1);(2);(5);(15);(22);(23);(24);(26)(27);(28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

EXHIBIT 9 (continued)

(Page 3 of 6)

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. 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.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his 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.

(6) 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, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(5) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee. The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 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.

- (6) 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 these arrangements and to the proper determination of any claims arising thereunder.
- (7) Any labor organization which is the collective bargaining representative of employees covered by these arrangements may become a party to these arrangements by serving written notice of its desire to do so upon the recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.
- (8) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or 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 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.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection; the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

D. Acceptance

The Dawson County Transit Program does hereby adopt and accept all terms and conditions of this Special Section 5333(b) Warranty. Furthermore, the (Dawson County Transit Program) assures that this agreement will be in force during the contractual period with the Georgia Department of Transportation for assistance under Section 5311 of the Federal Transit Act.

Executed this _____ day of _____, 20_____.

Signature of Authorized Officer

Chairman, Dawson county Board of Commissioners
Title of Authorized Officer

EXHIBIT 9

Listing of Recipients, Project Description, Eligible Surface Public Transportation Providers and Labor Representation

ProjectDescription (listing of capital equipment, type of service provided)*	Recipients Identify applicant of transportation assistance (legal entity) and the actual provider of the service	Other Surface Public Transportation Providers <i>(include taxis)</i>	Union Representation of Employees, If Any
	, GA	None	N/A

Area Served by this project:

Submit to the Office of Intermodal Programs, Planning Department for reporting purposes to the U.S. Department of Labor.

EXHIBIT 10

FTA TITLE VI DATA COLLECTION AND REPORTING

DawsonCOUNTY SECTION 5311 PROGRAM

PART I - GENERAL REPORTING

- A. No lawsuits or complaints have been filed against the Dawson County Section 5311 program.
- B. The Dawson County Section 5311 program has not applied for any other Federal Financial Assistance.
- C. No Civil Rights Compliance Review Activity has been conducted in the last three years.

(Authorized Signature City/County)

PART II - MONITORING PROCEDURES – GDOT requires the following monthly reporting in order to meet FTA National Transit Database requirements. Accurate completion of the following information is critical to continued 5311 grant eligibility. Sub recipients must provide this data monthly on the established Rural Monthly Reporting Form and send to their District Public Coordinator. Please seek technical assistance from your public transit coordinator, if you have any questions regarding the definitions or completion of this data.

Level of Service – Overview¹

Total County Population(s) of last census (if Regional system, include all participating counties):
22,330

Additional Counties: _____,
_____, _____,
_____, _____,
_____, _____,
_____, _____,

Minority Percentage: 5.6% _____
Additional Counties:

_____, _____,
_____, _____,
_____, _____,
_____, _____,

¹ Population Data from US Census Data for 2010 Source “<http://venus.census.gov/cdrom/lookup>”

Type of Service: Combination of Demand Response and Fixed Route Operation, if existent.

Days/Hours of Operation: Monday – Friday 8:00 a.m. to 4:30 p.m.
 Number of Vehicles: 4
 Wheelchair Equipped: 4
 Total Seating Capacity: 40
 Service Area: Dawson County

Performance²

Total number of trips for an average month: 762

Total number of trips to minorities: 18 Average

Percentage minority trips to total trips: 2%

Based on a review of all State, Federal, Civil Rights and Title VI mandates and requirements Dawson County Transit has met (or exceeded) expectations. The Dawson County Section 5311 Program has met most of the Department’s Service Goals and Standards as well as the County’s Service Goals and Standards. The passenger per mile ratio is high/low/avg. (as outlined below) on some vehicles, but routes and schedules are reviewed regularly to address this operational service goal.

Quality of Service³

Total number of trips for month 762_____

Total number of minorities one-way-passenger trips (OWPT) 18_____

Trips by trip purpose (total from all OWPT)

Medical	115_____
Employment	98_____
Nutrition	82_____
Social/Recreational	181_____
Education	39_____
Shopping/Personal	247_____

Trips by race broken out from total OWPT

White	738_____
African American	2_____
Hispanic	8_____
American Indian	0_____
Asian/Pacific Island	15_____
Other	1_____

Monthly averages for 2015 fiscal year using the Rural Monthly Reporting Form data

Transit Cost Analysis

Cost per hour 16.73_____

(formula: Using FY14 Final reimbursement total expenses/total system hours)

Cost per OWPT 12.60_____

(formula: Using FY14 Final reimbursement total expenses/total system trips)

Cost per mile 1.18_____

(formula: Using FY14 Final reimbursement total expenses/total system miles)

EXHIBIT 11

(Part 1)

Anti-Drug Program Certification

(Alcohol Misuse and Prohibited Drug Use)

I, Mike Berg, Chairman, Dawson County Board of Commissioners,
(Type or Print Name of Official) (Type or Print Title of Official)

certify that Dawson County and its contractors, as required,
(Type or Print County or City)

for the Section 5311 Rural Public Transportation Program, has established and implemented an alcohol misuse prevention program and anti-drug abuse program in accordance with the terms of 49 CFR Part 40 & Part 655.

I further certify that the employee training conducted under this part meets the requirements of 49 CFR, Part 40 and Part 655.

(Signature of Official)

(Date)

This certification must be written on Agency letterhead.

NOTE: New (or first time) applicants must not sign this certification until authorized by the Georgia Department of Transportation (GDOT). Authorization will not be granted until the local Substance Abuse Testing Program is in place and has been reviewed and approved by the GDOT. New programs must be certified before they can begin operations.

EXHIBIT 11 (Part 2 – Conditions)
DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A
PUBLIC OR PRIVATE ENTITY

1. The **(Legal Name of Applicant)** certifies that it will provide a drug-free workplace as specified in U.S. Department of Transportation’s (DOT) rule, 49 CFR Part 40 and 655, which describes required procedures for conducting workplace drug and alcohol testing for FTA programs.

A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant’s workplace and specifying the action that will be taken against employees for violation of such prohibition;

B) Establishing an ongoing drug-free awareness program to inform employees about: The dangers of drug abuse in the workplace;
The Applicant’s policy of maintaining a drug-free workplace;
Any available drug counseling, rehabilitation, and employee assistance programs; and,
The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (A);

D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant or cooperative agreement, the employee will:

Abide by the terms of the statement; and

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification numbers(s) of each affected grant or cooperative agreement;

F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted;

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

Commissioner of Roads and Revenue Dawson County
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534

Signature of Authorized Official

Mike Berg

Name of Applicant

Chairman

Title of Authorized Official

Date

EXHIBIT 12

CERTIFICATION OF EQUAL ACCESS FOR PERSONS WITH DISABILITIES

(Required only if requesting capital for purchase of vehicle without access features required in 49 CFR part 38)

I hereby certify that when viewed in its entirety, the demand-responsive transportation program of _____ provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria:

1. Response time,
2. Fares (demand response system cannot charge higher fare for wheelchair boarding),
3. Geographic area of service,
4. Hours and days of service,
5. Restrictions based on trip purpose,
6. Availability of information and reservations capabilities, and
7. Constraints on capacity or service availability.

Certified this _____ day of _____, 201__ .

(Signature)

(Typed/Printed Name)

(Title)

(Helpful link: <http://webbuilder.nationalrtap.org/adatoolkit/ADAToolkit.aspx>)

Please complete the following ADA Equivalency Analysis for Demand-Responsive Public Transportation form and submit it with the application **only if requesting purchase of a vehicle that is not equipped** with the access features required in 49 CFR Part 38, and include as part of the Certification of Equal Access for Persons with Disabilities.

ADA EQUIVALENCY ANALYSIS FOR DEMAND-RESPONSIVE

PUBLIC TRANSPORTATION

Under GDOT policy, all grantees must have at least one lift-equipped vehicle (a vehicle that has all the required access features), and must have a sufficient number to offer equivalent service to persons with disabilities (50% of fleet + 1), when the program is viewed in its entirety, based on the criteria shown below. No non-accessible vehicles can be ordered unless the system is providing equivalent service for each of the criteria.

Vehicle Accessibility Status:

- 1) Total Current Section 5311 Demand-Responsive Fleet: _____ vehicles
- 2) Total Current Section 5311 Demand-Responsive accessible (lift-equipped): _____ vehicles
- 3) Total Section 5311 vehicles requested in this grant application:
 - (a) _____ Accessible Vehicles
 - (b) _____ Non-Accessible Vehicles
- 4) Total Projected Fleet at end of this Application Period:
 - (a) _____ Accessible Vehicles
 - (b) _____ Non-Accessible Vehicles

If the answer to question 3(b) is greater than zero, the applicant must complete all cells in this matrix:

Criteria	For Persons Without Disabilities	For Persons with Disabilities Requiring an Accessible Vehicle
Response Time (days or hours in advance that a trip must be scheduled):		
Fares: General Public fares		Note: cannot charge higher fare for demand response system; only if running complementary para-transit system for fixed route service
Geographic area of service availability:		
Hours and days of service availability:		

Criteria	For Persons Without Disabilities	For Persons with Disabilities Requiring an Accessible Vehicle
Trip or usage restrictions based on trip purpose:		
Availability of information and reservations capabilities:		
Any constraints on capacity or service availability:		

If there are any differences in the answers between the two answer columns, please explain:

Are there any requests for service that would require a wheelchair lift that you are presently unable to meet? If yes, please describe in terms of number, frequency, characteristics (trip purpose, location, etc.)

Do these unmet trip requests differ in type or kind from unmet trip requests by persons who do not need an accessible vehicle?

If there are any differences in the service characteristics for persons with and without disabilities, or if there are unmet requests for accessible demand-responsive service, the system should request lift-equipped, fully accessible vehicles until fully equivalent service can be provided.

Exhibit 13

**FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE
Non-discrimination Assurance**

The (Commissioner of Roads and Revenue Dawson

County) HEREBY CERTIFIES THAT, as a condition to receiving Federal financial assistance under the Federal Transit Act it will ensure that:

1. No person on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit related benefits.
2. The (Commissioner of Roads and Revenue Dawson County) will compile, maintain, and submit in a timely manner Title VI information required by FTACircular 4702.1B and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.7(a).
3. The (Commissioner of Roads and Revenue Dawson County) will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

DATE: _____

Signature of Authorized Officer

Mike Berg, Chairman, Dawson County BOC
Name and Title of Authorized Officer

Specifics of FTA Civil Rights Assurance (Ex. 13, continued)

(Non-DISCRIMINATION ASSURANCE)

The Applicant/Recipient assures that 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:

- ✓ Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
- ✓ Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
- ✓ The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
- ✓ The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
- ✓ 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 21.7(a),
- ✓ U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- ✓ Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,

As required by 49 CFR 21.7:

1. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
2. It will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR Part 21 in the manner it conducts each Project, undertakes property acquisitions, and operates its Project facilities, including: its entire facilities and its facilities operated in connection with its Project. This assurance applies to your Applicant/Recipient’s entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
3. It will promptly take the necessary actions to carry out this assurance, including: notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
4. 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: (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,
5. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR part 21, and Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,
6. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
7. It will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including: (1) Any Subrecipient, (2) Any Transferee, (3) Any Third Party Contractor or Subcontractor at any tier, (4) Any Successor in Interest, (5) Any Lessee, or (6) Any other Third Party Participant in its Project,
8. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including: (1) Each subagreement, (2) Each property transfer agreement, (3) Each third party contract or subcontract at any tier, (4) Each lease, or (5) Each participation agreement, and

As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, the Applicant/Recipient assures that:

1. It will comply with the following prohibitions against discrimination on the basis of disability, which are 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

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

The United States has a right to seek judicial enforcement of any matter arising under Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR part 21, and this assurance.

The assurances made will remain in effect as long as: (1) Federal funding is extended to your Project, (2) Project property is used for a purpose for which the Federal funding is extended, (3) Project property is used for a purpose involving the provision of similar services or benefits, or (4) Ownership or possession is retained of its Project property.

EXHIBIT 14

SUSPENSION AND DEBARMENT

An Applicant/Recipient that submits, or intends to submit this fiscal year, an application or request for federal funding exceeding \$25,000 must provide the following certification.

U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180, permit certifications to assure the Applicant/Recipient acknowledges that:

The Applicant/Recipient certifies to the best of its knowledge and belief that, it, its principals, and first tier sub-recipients:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or disqualified.
- b. Have 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 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, violation of any Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 'a' of this certification.
- d. Have 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. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs above, and
- f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it equals or exceeds \$25,000, is for audit services, or requires the consent of a Federal official.
- g. Will require that each covered lower tier contractor and subcontractor comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 1200, and assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:
 - ✓ Debarred from participation in the federally funded project,
 - ✓ Suspended from participation in the federally funded project,
 - ✓ Proposed for debarment from participation in the federally funded project,
 - ✓ Declared ineligible to participate in the federally funded project,
 - ✓ Voluntarily excluded from participation in the federally funded project, or
 - ✓ Disqualified from participation in the federally funded Project.

The Applicant/Recipient will promptly provide a written explanation to GDOT if it or any of its principals, including any of its first tier sub-recipients or lower tier participants, is unable to certify to the preceding statements in this certification.

Signature of Authorized Officer and date

Exhibit 15

DBE Semi-annual reporting

DBE reports may be due twice annually by the Intermodal Division, Transit Department.

Dates for submission are: May 1st & November 1st.

The DOT semi-annual Disadvantage Business Enterprise (DBE) report, referred to as Uniform Report of DBE Commitments/Awards and Payments is a requirement of 49 CFR Part 26. The semi-annual DBE report is a spreadsheet that captures a detailed breakdown of DBE participation in the Georgia Department of Transportation's DBE program.

For a copy of the reporting form (below), please contact mnystrom@dot.ga.gov or nwade@dot.ga.gov

Exhibit 15 (continued)

Example of DBE semi-annual reporting form due May 1st & Nov 1st

UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS									
Please refer to the instructions sheet for directions on filling out this form									
1. Submitted to (check only one): <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA--Vendor Number _____									
2. AIP Numbers (FAA Recipients Only):									
3. Federal fiscal year in which reporting period falls: FY _____					4. Date This Report Submitted:				
5. Reporting Period <input type="checkbox"/> Report due June 1 (for period Oct. 1-Mar. 31) <input type="checkbox"/> Report due Dec. 1 (for period April 1-Sept. 30)									
<input type="checkbox"/> FAA Annual Report									
6. Name of Recipient:									
7. Annual DBE Goal(s): Race Conscious Goal _____% Race Neutral Goal _____% OVERALL Goal _____%									
AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD <small>(total contracts and subcontracts awarded or committed during this reporting period)</small>	A	B	C	D	E	F	G	H	I
	Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs /Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8. Prime contracts awarded this period									
9. Subcontracts awarded/committed this period									
TOTAL									
DBE AWARDS/COMMITMENTS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER	A	B	C	D	E	F	G	H	I
	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other (i.e., not of any other group listed here)	TOTALS (for this reporting period only)	Year-End TOTALS
10. Total Number of Contracts (Prime and Sub)									
11. Total Dollar Value									
ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A		B		C		D		E
	Number of Prime Contracts Completed		Total Dollar Value of Prime Contracts Completed		DBE Participation Needed to Meet Goal (Dollars)		Total DBE Participation (Dollars)		Percentage of Total DBE Participation
12. Race Conscious									
13. Race Neutral									
14. Totals									
15. Submitted by (Print Name of Authorized Representative)					16. Signature of Authorized Representative				
17. Phone Number:					18. Fax Number:				

Exhibit 16

E-Verify

U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes greatly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it's the best way employers can ensure a legal workforce.

<http://www.uscis.gov/e-verify>

Signature of Authorized Officer and date

EXHIBIT 17

Decennial Census changes

Please refer to the following link for information regarding your county population as of the last census conducted (2010). If your county or a service area within your region is now designated as an urban area (population over 50,000 – 199,999 small urban; 200,000+ large urban), please provide the following trip data and other information based on the FY15 year-end trips provided.

http://www.fta.dot.gov/documents/Census_2010_and_FTA_Formula_Grants10-25-12.pdf

Total county population:	22,330
Urban to Urban trips (FY15)	
Urban to Rural trips (FY15)	
Rural to Urban trips (FY15)	
Rural to Rural Trips (FY15)	10,534
Total System Trips (all)	10,534

Percentage of low income county population: _____

Percentage of elderly county population: _____

Include current service area map (showing urban zone areas/tracts, if any)

Include Transportation Development Plan (short-range 5 yrs. and long range 20 yrs.) if available.

EXHIBIT 18
GEORGIA DEPARTMENT OF TRANSPORTATION
SECTION 5311
MEALS ON WHEELS COMPUTATION WORKSHEET

Formula for computing Fully Allocated Operation Cost per Service Hour:	Example below:	Actual County figures below
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Formula:

Expense Total/Estimated System Total Service Hours for Application Period = Average Cost per Service Hour

Operating Expense Total (from Administrative & Operating Budget of Exhibit 2):	\$250,000	
---	-----------	--

Estimated System Total Service Hours for the Application Period:

Number of Vehicles Providing Service	4	
Hours per Day Providing Service	10	
Numbers of Days Per Year Providing Service	250	

Total Service Hours	10,000	
---------------------	--------	--

Fully Allocated Operating Cost (FAOC) per Service Hour	\$25.00	#DIV/0!
--	---------	---------

FAOC per Service Hour Plus Capital Depreciation Cost*	\$28.76	#DIV/0!
---	---------	---------

XXXXXX County Transit receives an average \$56/day for meals on wheels or \$28/hr (2 hours delivery)
 (35 meals/day @\$1.60 meal = \$56.00/2 hrs/day = \$28/hr)

Proposed Charter Service and/or Meals on Wheels Service hourly rate must equal or exceed THIS NUMBER.

This sheet must be attached to your grant application if you intend to provide either charter service and/or meals on wheels service.

* Hourly Capital Depreciation Cost was determined by depreciating the largest vehicle offered by GDOT (\$47,000) over five years, divided by 250 service days, then divided by 10 hours per day.

EXHIBIT 19

PROCUREMENT CERTIFICATION

(Page 1 of 2)

The Federal Transit Administration (FTA) requires full and open competition in procurements for goods and services and encourages grantees to award contracts to the lowest responsive and responsible bidder. However, sole-source, single-bid, and brand-name or equal awards can be used in accordance with all regulations defined in FTA circular 4220.1F. In such situations, the grantee should have appropriate documentation for the award which is described below.

Sole-Source

In the case of a sole-source award, the documentation should be a sole-source justification, which includes an independent cost estimate.

Single-Bid

With a single-bid, the documentation should include a cost analysis, as well as an explanation as to why a single bid was obtained.

Brand-Name

For brand-name or equal awards, the procurement specification should list the product's salient characteristics and allow an equal product to be offered.

I hereby assure that the FTA requirements for single bid, sole source and brand name or equal procurements are understood and will be followed for procurements involving FTA funds.

Signature of Official

Chairman

Title of Official

Date

EXHIBIT 19

PROCUREMENT CERTIFICATION

(Page 2 of 2)

If the agency will be purchasing or procuring any services or products through a bid or RFP process, please provide a description, anticipated date of procurement, and the estimated cost.

If the agency is currently using a Third Party Operator, please provide the cost of this contract and the period that is covered. If unable to provide the exact cost due to having a variable such as a system of pay per runs, please provide the total amounts of what was paid each year to any contracted TPO in the last 2 fiscal years. For this exercise please do not include vehicle purchases.

For example: Will the agency be purchasing uniforms? Is the agency utilizing cleaning, landscaping, or towing services? Will there be a contract for fuel delivery?

For the sake of simplicity and consistency, please organize all information within the following table. Please feel free to add pages as necessary.

Item	Anticipated Date to renew or rebid	Describe the project clearly	Cost
Example: Landscaping contract	Fall 2015	Install flowers, and regular maintenance	\$2000

Appendix A

FTA FISCAL YEAR 2015 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) in the form of a Federal Grant, Cooperative Agreement, Loan, Line of credit, or Loan Guarantee 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. Among other things, the Authorized Representative must be duly authorized by the Applicant to sign these Certifications and Assurances and bind its compliance. You, as your Applicant's Authorized Representative, must select all Certifications and Assurances that your Applicant must provide to support its application(s) for FTA funding during Federal fiscal year (FY) 2015.

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 in Federal funding, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe, Indian 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. Instead of selecting individual Groups of Certifications and Assurances, however, 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, as your Applicant's Authorized Representative, 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 any 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 each Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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

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 for Federal FY 2015, MAP (21) is available at <http://www.fta.dot.gov>, and contains a list of most of those requirements.

We expect you to submit your Applicant's FY 2015 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2015 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 2015 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Groups of Certifications and Assurances that 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,*
- 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,*
- The Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014, and*
- Continuing Appropriations Resolution, 2015, Pub. L. 113-164, September 19, 2014 and other Appropriations Acts or Continuing Resolutions funding the Department of Transportation during Fiscal Year 2015.*

With certain exceptions, Projects financed in FY 2015 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 your Applicant’s behalf, 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 Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any 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 any other Third Party Participant 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.

01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that both you, as your Applicant’s Authorized Representative, and your Applicant’s attorney, who is authorized to represent your 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, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute the Grant Agreement, Cooperative agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking FTA funding,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal 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 its Grant Agreement or

Cooperative Agreement with FTA 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. 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 requirements will apply to 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 and apply in lieu of 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 More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES (contd.)

01.C. Intergovernmental Review Assurance.

(This 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 49 U.S.C. 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate

State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

01.D. Nondiscrimination Assurance.

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,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - 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 all parts of its facilities, as well as its facilities operated in connection with its Project,
 - b. This assurance applies to its entire Project and to all parts of its facilities, as well as its facilities operated to implement its Project,
 - c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, 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:
 - (1) While the property is used for the purpose that the Federal funding is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance,
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit laws, 49 U.S.C. 5332,
 - g. It will comply with applicable Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
 - h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,

- (4) Successor in Interest,
- (5) Lessee, or
- (6) Other participant in its 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) Sub agreement 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

4. As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:

a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Group 01.D Assurance, 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 any benefit 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.

01.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 Government wide 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 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 preceding statements of subsections 2.a – 2.d of this Group 01.E Certification, 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
 - g. 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
5. 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 Group 01.E Certification.

01.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, and 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 for Federal funding, 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. As required, it will give access and the right to examine Project-related materials to entities or individuals including, but not limited to the:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) State, through an appropriate authorized representative,
 - 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

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,
- (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 any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
- (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 corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships,
 - (d) As 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
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
 - (4) Following the evaluation of flood hazards in 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 (also known as “Section 4f”),
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, 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, it will comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported 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, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA-funded building,
 - i. It will 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. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their 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(1)(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. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
 - (2) U.S. 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. It will comply with all other Federal laws or regulations that apply, and
 - m. It will 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 any 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 any other Third Party Participant 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:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:

a. The lobbying restrictions of this Certification apply to its requests:

- (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
- (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, 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 your Applicant or on its behalf to any person to influence or attempt to influence:

(1) An officer or employee of any Federal agency regarding the award of a:

- (a) Federal Grant or Cooperative Agreement, or
- (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

- (a) Federal Grant or Cooperative Agreement, or
- (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

b. 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, or

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

- (a) Federal Grant or Cooperative Agreement, or
- (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, 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
- (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:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) 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 your Applicant 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 any 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 any other Third Party Participant 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 any 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 any other Third Party Participant 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.

04. A. Private Property Protections.

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 the preceding section 1 of this Group 04.A 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.

04.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 accepted,

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 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 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).

04.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 Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any 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 any other Third Party Participant 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.

05.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Rolling Stock Reviews 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.

05.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.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 as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, 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 new bus or new bus model until:
 - (1) That new bus or new bus model 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 or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model 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 or new bus model,
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including:

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 regulations authorized by 49 U.S.C. 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

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 any 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 any other Third Party Participant 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:
 - 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 any 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 any other Third Party Participant 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 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. chapter 53 to support interest, or financing, or leasing 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, 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 any 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 any other Third Party Participant 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.

08.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or any 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 any 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.

08.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 any 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 any other Third Party Participant 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.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A 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, and

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

09.B. Public Transportation Agency Safety Plan.

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 any 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 any other Third Party Participant 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 BECAME EFFECTIVE.

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 your Applicant's 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 any 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 any other Third Party Participant 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
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

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 your Applicant's 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 any 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 any other Third Party Participant 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
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

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 your Applicant's behalf, you must also select the Certifications in Group 13, 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 any 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 any other Third Party Participant 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 your Applicant's 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 any 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 any other Third Party Participant 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 Certifications 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 [5339]”; 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 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 any 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
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because 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. 5339,
 - 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 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 Federal 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. 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. 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).

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:

- 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 your Applicant's 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 any 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 any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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, 2014, and 2015 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 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 any 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. 5307, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,

6. It has complied with or will comply with 49 U.S.C. 5307(b) because 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 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 Federal 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. It will assure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to its 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 its 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.*), 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. 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 Federal 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. It will assure that at least one (1) percent of the 49 U.S.C. 5307 funding apportioned to its 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 its 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,
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 any 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. 5307(h), it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
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.D 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 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, and

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/
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 your Applicant’s 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 any 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 any other Third Party Participant 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:

- (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 in the preceding subsection 1.b(3) of this Group 16.A Certification 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 possessing the facility or equipment consents to the transfer, and

(2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,

e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the 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).

16.C. New Freedom Program.

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:
- (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, and
- 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 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 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 your Applicant’s 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 any 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 any other Third Party Participant 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 possessing the facility or equipment consents to the transfer, and

b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, 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 FTA a Certification from the Governor of the State that:

- (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
- (2) The State's intercity bus service needs are being met adequately.

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):

- 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 possessing 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 FTA 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.

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 its Grant Agreement with FTA. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement with FTA for its Project. 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 2015 are included in these FTA Certifications and Assurances for FY 2015. 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 (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS 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).*

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 your Applicant's 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 any 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 any other Third Party Participant 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 PROGRAMS

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 either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's 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 any 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 any other Third Party Participant 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, United States Code 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.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
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 Federal 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.

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,
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 your Applicant's 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 any 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 any other Third Party Participant 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), and 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.

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 your Applicant’s 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 any 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 any other Third Party Participant 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. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 CFR 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 CFR 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.

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 your Applicant's 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 Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any 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 any other Third Party Participant 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 any other Certifications and Assurances you must select on your Applicant's 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 any 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 any other Third Party Participant 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

24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.

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 any 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 any other Third Party Participant 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.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

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,
- (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 Federal 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 any 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 Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the State's SIB Program, or
 - f. The Grant Agreement with FTA,
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 any 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.*), and
- (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 Federal 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,

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 any 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).

Backup material for agenda item:

5. Presentation of Firehouse Subs Grant Application - Director of Emergency Services Billy Thurmond



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 10-26-2015

Item of Business/Agenda Title: _____

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only (no action needed) OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 4, 2015 Deadline to submit application

Purpose of Request: Apply for Firehouse Subs grant to purchase thermal imaging camera. _____

Department Recommendation: Approval to apply for Firehouse Subs Grant

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: N/A

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: No match if grant is awarded

No

Amount Requested: \$10,136.00 Amount Budgeted: _____

Fund Name and Account Number: 250-00-3500-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 10-26-2015

Finance Dept. Authorization: Dena Bosten Date: 10-28-2015

County Manager Authorization: _____ Work Session Date: _____

Comments: _____

Attachments: Agenda form, Executive summary, Grant application, Thermal imaging camera quote



**DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Firehouse Subs Grant

DATE: 10-26-2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- Grant Fund
CAPITAL-

COMMISSION ACTION REQUESTED ON: Approval to apply for Firehouse Subs Grant

PURPOSE: The grant if awarded would allow us to purchase a thermal imaging camera to go in the Battalion Chief vehicle. The BC is charged with checking structural fire damage during the walk around of the structure. The camera would allow the BC to see where fire exists inside the structure and develop a fire attack strategy.

HISTORY: Firehouse Subs have been awarding grants to fire depts.. within 60 miles of one of their restaurants for several years.

FACTS AND ISSUES: Firehouse Subs awards grants to fire departments for the purchase of equipment. Funding range is \$10,000-\$20,000

OPTIONS:

RECOMMENDED SAMPLE MOTION: Request approval to apply for Firehouse Subs Grant to purchase a thermal imaging camera.

DEPARTMENT:

Prepared by: _____ Billy Thurmond _____

Director _____ Billy Thurmond _____

SAMPLE- please visit grants.firehousesubs.com to apply



**Firehouse Subs Public Safety Foundation
Grant Pre-Qualifications**

Please take a moment to review the following:

- Recommend that the organization is located within 60 miles of a Firehouse Subs restaurant
- Our average funding range is from \$10,000-\$20,000 however requests can exceed this amount
- Must be a direct request (not a second party applicant)
- If your organization has already received funding from our Foundation, you must wait a minimum of one year before submitting another application

SAMPLE- please visit grants.firehousesubs.com to apply

Frequently Asked Questions

Due to the large amount of grant requests received on a daily basis, we have created FAQs below to assist you in the grant application process. We recommend you print this page for your records before beginning the grant application process.

Is this grant only available for fire departments?

No, law enforcement and EMS are encouraged to apply. Public Safety organizations and non-profits can also apply for life saving equipment.

What are you looking for with regard to inventory?

Please include a list of apparatus such as vehicles and other major equipment. The lists we receive vary in length depending on the size of the department.

Can an individual apply for a fire school or police academy scholarship?

At this time individual grants are not within our funding guidelines. Our Board of Directors prefers to partner with schools on scholarship programs for individuals pursuing/advancing their career in the public safety sector.

What are the most common reasons a grant application is marked incomplete? (Common but not limited to)

- Attached quote does not match dollar amount or quantity requested for in grant application
- Incorrect attachments

What is acceptable documentation for recent financial information?

Our Board of Directors is looking for a balance of funds and financial stability. Examples include: bank statement, financial statement, previous year's audit report or revised budget including a balance sheet. Large financial documents can be consolidated into a budget worksheet.

If there is not a Firehouse Restaurant in my state or a Firehouse Subs restaurant within 60 miles should I apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We are definitely looking at continued growth and encourage applicants to continue to check our web-site for new store locations and apply at that time.

If my request is more than \$20,000 will it be denied?

The \$10,000 - \$20,000 range is a guideline. Our Board of Directors will look at the funds available with the goal of addressing need and supporting as many requests as possible.

Will the Foundation consider requests out of the stated guidelines?

While there are many worthwhile organizations and requests, our Board of Directors will only consider requests that fit into the guidelines as stated on our web-site. Requests for event sponsorships, exercise equipment, and family support services are valid needs but not a funding area our Foundation serves.

When can we expect to find out if our grant has been approved or denied?

Depending on the date of the Board of Directors meeting, you can expect to hear back from the Foundation approximately four weeks after the deadline as to whether you have been approved or denied for funding. Please do not email inquiries on grant status.

DO NOT send email inquiries to the Firehouse Subs Care Center or through the EMS survey. DO NOT phone the main office or restaurants with grant inquiries. E-mail Foundation@firehousesubs.com for assistance.

SAMPLE- please visit grants.firehousesubs.com to apply

Dear Grant Applicant:

Thank you for your interest in Firehouse Subs Public Safety Foundation. Our mission is dedicated to improving the life-saving capabilities of first responders and public safety organizations in communities served by Firehouse Subs by providing funding, resources and support.

Our distributions are done on a quarterly basis and approved or denied by the Foundation's Board of Directors. All applications will be considered and notified after distributions are made whether support will be granted.

Please fill in all fields on the grant application & include the following attachments. Your application will not be considered for funding unless all necessary information is included:

- **Background/History** (History of the department or organization applying for funds)
- **Recent quote for ALL requested equipment from a vendor with vendor contact information** (include sales tax where applicable, an estimated freight charge, and sales representative's name and contact information. If approved for funding our Foundation will use the exact quote to purchase the items requested, our foundation will not be responsible for any restocking fees or costs if the quote is incorrect. Our Foundation will not cover the cost of any maintenance plans or extended warranties.)
- **Most Recent Financial Information** (Financial statement including balance sheet or most recent Audit Report)
- **Current inventory of major apparatus including special equipment** (i.e. thermal imagers, extrication tools, etc. / typed list of all major equipment)

Please note, this grant application is a sample for your reference.
Applications must be completed entirety via grants.firehousesubs.com.

We appreciate your interest in the Firehouse Subs Public Safety Foundation. If you need any assistance with the application or general questions about the Foundation, please contact the Foundation via e-mail at Foundation@Firehousesubs.com.

Sincerely,

Robin Peters

Meghan Vargas

Jackie Gubbins

Brady Rigdon

Executive Director

Development Manager

Programs Manager

Procurement Specialist

SAMPLE- please visit grants.firehousesubs.com to apply

Firehouse Subs Public Safety Foundation Grant Application

Date of completion: 10/23/2015

Name of Organization: Dawson County Emergency Services

EIN/Federal ID Number: 58-6011882

Contact Person: Lanier Swafford

Title/Position Description: Fire Chief / EMS Director

Mailing Address: 393 Memory Lane

Physical Address: SAA

City, State & Zip Code: Dawsonville, GA 30534

Daytime Phone Number: (706) 344-3666 ext. 226

Mobile Phone Number: (678) 776-4436

Email: lswafford@dawsoncounty.org

Community(s) Served: Dawson County and the City of Dawsonville

Population of Community(s): 22,500

Number of Runs/Calls for Service Per Year (for fire, EMS and police only):

3200 in 2014

If you are requesting life saving equipment (if approved for equipment, the Firehouse Subs Public Safety Foundation will work with your preferred vendor to purchase the equipment and have it shipped to your location. Once the equipment arrives, a signed and dated copy of the packing slip must be sent to the Foundation as verification of receipt for the equipment. The Foundation will then pay the invoice):

- What equipment are you requesting for your department? Thermal Imaging Camera
- What is the **exact** cost of the equipment? \$10,135.96
 - Briefly explain how the equipment will benefit your community and your department. This equipment will allow our shift commanders to possess an invaluable tool for initial response. The thermal camera in many cases can find a fire, determine suppression requirements, and limit extension thereby saving lives and property.

SAMPLE- please visit grants.firehousesubs.com to apply

If you are requesting prevention/education materials:

- What materials are you requesting for your department? N/A

- What is the **exact** cost of the equipment? _____
- Briefly explain how the equipment will benefit your community and your department. _____

- This would have a direct impact on more than _____ children and _____ senior citizens in our community.

If you are requesting scholarship and/or continued education funding (if approved for funding, the Foundation will issue a check to the organization for the requested funding. A very detailed description for funding must accompany the application. Funding will **only** be considered if there is no option for the Foundation to purchase the requested items):

- What is the amount of funding you are requesting? N/A
- Please provide a detailed description of how the funding will assist your department:

Address & name of franchisee of the Firehouse Subs location in your community?

Firehouse Subs, Dawsonville 837 S. Suite 145 & 150, GA-9, Dawsonville, GA 30534

How far is this location from your department? 1.5 miles from Station 2, 8 miles from Headquarters

How did you hear about our organization? William Nichols, owner and operator of the Dawsonville location

Have you unsuccessfully reached out to the city for funds to purchase the equipment? Yes

Was there a particular instance or life that would have been positively impacted if you would have had the equipment available? There are many incidents we have used a camera on other units throughout the county to prevent loss of life and to aid in fire suppression. Currently staffed fire engines have cameras, yet the volunteer stations do not and this addition would provide them access to equal equipment and technology.

What positive effects will the equipment specifically have? Please use statistics when possible. With a limited staff and an increasing call volume 58 % over the past 5 years thermal imagers basically serve as an additional person on the fire scene. They can allow suppression personnel and the incident commander the ability to see and monitor situations on the fire scene that would have in the past required additional personnel.

If approved for funding, we will host a press event at a Firehouse Subs restaurant near you. Please note that the event may acknowledge multiple grant recipients and may take place at a Firehouse Subs outside of your jurisdiction. We ask that all PR be coordinated by our Foundation, but of course we will work in conjunction with your PR team as well as the PIO of your department. _____ **Initial Acceptance**

PIO (Public Information Officer) Name: Lanier Swafford

PIO e-mail: lswafford@dawsoncounty.org

PIO phone: 144 ber: (706) 344-3666 ext. 226 / (678) 776-4436

If you do not have a PIO, please list a contact for event planning and publicity. This individual should be readily available by e-mail and phone.

SAMPLE- please visit grants.firehousesubs.com to apply
PRINT/VIDEO RELEASE FOR USE OF NAME AND LIKENESS



Organization Name: Dawson County Emergency Services

Date: 10 / 23 / 2015

Our organization hereby grants Firehouse Subs Public Safety Foundation (hereinafter called "Producer"), their nominees, designees, successors, and assigns of those for whom they are acting, full authorization and the absolute right and permission to sell, assign, convey, reproduce, copyright, use or publish motion picture, video tape, photos, sound or other recordings of our participation, appearance or performance on television, radio or any other broadcast or print-related media in which our organization may be included in whole, in part or in composite, or in which character or form is distorted, in conjunction with our own or any other picture, person or name, throughout the United States, in perpetuity, to be used for art, advertising, commerce, business or trade.

If we should receive any print, negative or other copy thereof, we shall not authorize its use by anyone else.

We hereby waive any right that we may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use of which it may be applied.

We hereby release, discharge and agree to hold harmless Producer, its nominees, designees, successors and assigns, or others from whom they are acting, from any liability or any nature or description by virtue of any use whatsoever, whether intentional or otherwise, from any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, in any processing tending toward the completion of the finished product, unless it can be shown that said use or change is solely for the purpose of subjecting me to conspicuous ridicule, scandal, scorn or indignity.

I as our organization's representative am over the age of 21.

(Representative Signature)

(Print Name)

(Address)

(City, State, Zip)

(Phone Number)

END OF SAMPLE- please visit grants.firehousesubs.com to apply

**** Please note all fields must be filled in and all attachments must be present for application to be considered. All incomplete applications will be discarded without further consideration.**



(770) 479-5495 • (866) 479-5495
www.georgiafirerescue.com

602 Water Tank Road
Canton, GA 30115

Quote

Quote Number:
102215-13RM

Quote Date:
Oct 22, 2015

Page: 1

Quoted to:

Dawson County Fire Dept.
393 Memory Lane
Dawsonville, GA 30534
USA

Ship To:

Dawson County Fire Department
393 Memory Lane
Dawsonville, GA 30534

Customer ID	Good Thru	Payment Terms	Sales Rep
Dawson Co Fire Dept	11/21/15	Net 30 Days	JSW

Quantity	Item	Description	Unit Price	Extension
		FREIGHT IS FREE FOR THIS PACKAGE. YOU CAN ANY OF THE OPTIONS THAT ARE OF INTEREST TO YOU.		
1.00	ECLLDX	Bullard Eclipse LDX Thermal Imager with Metallic Blue Housing, 240 x 180 Resolution. Includes 2 Batteries & Desk Top Charger. Imager has a 5 Year Warranty.	6,824.09	6,824.09
1.00	ECLLDXCF	**OPTIONAL**ECLIPSE LDX 5 YEAR CAREFREE BATTERY WARRANTY PROGRAM	499.00	499.00
1.00	ECLSRH	**OPTIONAL** RED HOT COLORIZATION FEATURE FOR THE BULLARD ECLIPSE LD THERMAL IMAGER.	364.00	364.00
1.00	ECLTEMP	**OPTIONAL** BULLARD TEMPERATURE SPOT MEASUREMENT FOR THE ECLIPSE THERMAL IMAGER.	99.00	99.00
1.00	ECLETT	**Optional** upgrade electronic thermal throttle for Eclipse thermal imager	910.00	910.00
1.00	ECLLDXSS	**OPTIONAL**ECLIPSE LDX SCENE CATCHER DVR	728.00	728.00
1.00	ECLPOWERHOUSE	Bullard Eclipse Powerhouse vehicle charging mount	637.00	637.00

Payments are due within 30 days of invoice date. A 1.5% late fee will be applied for every 30 days past the due date.

Subtotal	Continued
Sales Tax	Continued
Freight	
Total	Continued



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Customer ID	Good Thru	Payment Terms	Sales Rep
Dawson Co Fire Dept	11/21/15	Net 30 Days	JSW

Quantity	Item	Description	Unit Price	Extension
1.00	T3RETRACT	BULLARD THERMAL IMAGER RETRACTABLE LANYARD. ALLOWS CAMERA TO BE ATTACHED TO SCBA OR TURNOUT GEAR WITH RETRACTABLE LANYARD TO KEEP FROM LOSING CAMERA.	74.87	74.87

Payments are due within 30 days of invoice date. A 1.5% late fee will be applied for every 30 days past the due date.

Subtotal	10,135.96
Sales Tax	
Freight	
Total	10,135.96

Backup material for agenda item:

6. Presentation of 2015 CIE Annual Update, Rachel Burton Director of Planning & Development



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Planning & Development

Presenter: Rachel Burton

Submitted By: Rachel Burton

Date Submitted: 11/03/2015

Item of Business/Agenda Title: 2014 CIE (Capital Improvement Element) Annual Update

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Update the CIE financial records, short term work program based on FY14 audited figures.

Department Recommendation: Proceed with draft to public hearing and transmit to GMRC for review.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Informational purposes only.

No

Amount Requested: N/A

Amount Budgeted: N/A

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: Rachel Burton Date: 11/3/2015

Finance Dept. Authorization: Dena Bosten Date: 11/4/2015

County Manager Authorization: _____ Work Session Date: 11/12/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: CIE (Capital Improvement Element) Annual Update _____

DATE: 11/3/2015 _____

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 11/19/2015 _____

PURPOSE: The development impact fee ordinance requires an annual update to the short term work program as well as the financial reports. The update requires a public hearing on the document and then transmittal by resolution to the Georgia Mountain Regional Commission (GMRC) to be reviewed and submitted to the Department of Community Affairs (DCA) for approval.

HISTORY: Planning staff submits the documents annually to the GMRC and DCA for approval to maintain compliance with the development impact fee laws.

FACTS AND ISSUES: No impact fees collections since May 21, 2009. Expenditures have continued annually.

OPTIONS: Approve to have a public hearing 12/3/2015 and approve the transmittal resolution attached.

RECOMMENDED SAMPLE MOTION: Motion to hold public hearing on the FY14 CIE Annual Update on 12/3/2015.

DEPARTMENT: Planning & Development

Prepared by: Rachel Burton _____

Director Rachel Burton _____

**Capital Improvements Element
2015 Annual Update:**

**Financial Report &
Short Term Work Program**

Dawson County, GA

DRAFT

Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Dawson County Capital Im-

provements Element, as adopted by the County on July 20, 2006.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The County’s fiscal year runs from January 1 to December 31. Thus, this financial report is based on the audit prepared for FY 2014. The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 7).

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements—a short

term work program (STWP)—as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”¹

According to DCA’s requirements,² the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 8.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – DAWSON COUNTY, GA
Fiscal Year 2014

DAWSON COUNTY	Annual Impact Fee Financial Report - Fiscal Year 2014						
	Libraries	Fire Protection	Detention	Roads	Parks & Recreation	Administration	TOTAL
Service Area	County-wide	County-wide	County-wide	Ga 400 Corridor	County-wide		
Impact Fee Fund Balance January 1, 2014	\$5,327.46	\$3,216.65	\$45,421.99	\$1,201.71	\$67,854.90	(\$11,349.01)	\$111,673.70
Impact Fees Collected (January 1, 2014 through December 31, 2014)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$5,327.46	\$3,216.65	\$45,421.99	\$1,207.71	\$67,854.90	(\$11,349.01)	\$111,673.70
Accrued Interest	\$6.92	\$4.18	\$58.96	\$1.56	\$88.08	(\$14.73)	\$144.97
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(FY 2014 Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance December 31, 2014	\$5,334.38	\$3,220.83	\$45,480.95	\$1,209.27	\$67,942.98	(\$11,363.74)	\$111,818.67
Impact Fees Encumbered	\$5,334.38	\$3,220.83	\$45,480.95	\$1,209.27	\$67,942.98		\$111,818.67

Public Facility: Library								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Collection Materials	2006	2007	\$18,058.93	92.6%	\$16,721.08	\$10,000.00	\$5,319.98	Delayed from 2006
Collection Materials	2007	2007	\$18,604.53	92.5%	\$17,218.04	\$5,000.00		Delayed from 2007
Collection Materials	2008	2008	\$19,130.71	92.6%	\$17,716.20			Delayed from 2008
Collection Materials	2009	2009	\$19,697.39	92.6%	\$18,236.00			
Collection Materials	2010	2010	\$20,274.72	92.6%	\$18,767.42			
Collection Materials	2011	2011	\$24,315.04	92.6%	\$22,520.51			
Collection Materials	2012	2012	\$25,120.79	92.6%	\$23,261.00			
Collection Materials	2013	2013	\$25,944.34	92.6%	\$24,020.68			
Collection Materials	2014	2014	\$26,785.89	92.6%	\$24,799.78			
Collection Materials	2015	2015	\$27,645.59	92.6%	\$25,598.48			
Collection Materials	2016	2016	\$21,330.62	92.6%	\$19,745.10			
Collection Materials	2017	2017	\$22,067.42	92.6%	\$20,429.19			
Collection Materials	2018	2018	\$22,826.74	92.6%	\$21,135.77			
Collection Materials	2019	2019	\$23,609.37	92.6%	\$21,865.61			
Collection Materials	2020	2020	\$24,446.10	92.6%	\$22,631.61			
Collection Materials	2021	2021	\$30,724.87	92.6%	\$28,440.61			
Collection Materials	2022	2022	\$32,049.43	92.6%	\$29,677.41			
Collection Materials	2023	2023	\$33,454.48	92.6%	\$30,974.56			
Collection Materials	2024	2024	\$34,912.04	92.6%	\$32,323.39			
Collection Materials	2025	2025	\$36,424.25	92.6%	\$33,726.03			
Collection Materials	2026	2026	\$28,623.63	92.6%	\$26,503.60			
Collection Materials	2027	2027	\$29,693.35	92.6%	\$27,492.96			
Collection Materials	2028	2028	\$30,797.07	92.6%	\$28,515.77			
Collection Materials	2029	2029	\$31,935.97	92.6%	\$29,573.19			
Collection Materials	2030	2030	\$33,111.25	92.6%	\$30,666.44			
New library space (3,264 sf)	2017	2018	\$664,532.97	100.0%	\$664,532.97	\$80,700.00		2008 land purchase
			\$1,326,117.46		\$1,277,093.41	\$95,700.00	\$5,319.98	

Public Facility: Fire Protection								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Engine	2011	2011	\$289,275.69	100.0%	\$289,275.69	\$80,000.00	\$3,216.22	2013 Payment
Tanker	2012	2012	\$123,975.30	100.0%	\$123,975.30			
Aerial	2012	2012	\$850,516.57	100.0%	\$850,516.57			
Engine	2011	2011	\$289,334.28	100.0%	\$289,334.28			
Tanker	2012	2012	\$124,000.41	100.0%	\$124,000.41			
Truck	2008	2008	\$82,033.00	100.0%	\$82,033.00	\$82,033.00		
Engine	2011	2011	\$289,803.41	100.0%	\$289,803.41			
Tanker	2020	2020	\$124,201.46	100.0%	\$124,201.46			
Truck	2008	2008	\$82,033.00	100.0%	\$82,033.00	\$82,033.00		
Engine	2024	2024	\$290,038.27	100.0%	\$290,038.27			
Tanker	2024	2024	\$124,302.11	100.0%	\$124,302.11			
Burn Facility (1,000 sf)	2008	2008	\$180,000.00	100.0%	\$180,000.00	\$183,192.91		
Station 8 (4,900 sf)	2009	2010	\$0.00	100.0%	\$0.00			
Station 9 (4,900 sf)	2010	2010	\$351,388.26	100.0%	\$351,388.26			
Station 10 (4,900 sf)	2020	2021	\$718,928.50	100.0%	\$718,928.50			
Station 11 (4,900 sf)	2024	2025	\$724,642.99	100.0%	\$724,642.99			
			\$4,644,473.24		\$4,644,473.24	\$345,259.91	\$3,216.22	

Public Facility: Detention								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
New Jail	2006	2007	\$10,938,328.34	59.9%	\$6,547,013.60	\$44,899.39	\$45,184.94	
			\$10,938,328.34		\$6,547,013.60	\$44,899.39	\$45,184.94	

Public Facility: Roads		Service Area: Ga 400 Corridor Service Area							
Segment Number and Project Description		Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
E-1	Carlisle Rd from Forsyth to Whitmire Rd	2013	2014	\$874,246.59	100.0%	\$874,246.59	\$513,000.00	\$1,201.70	Under Construction
W-1	Reeves Rd from county line to Heath Rd	tbd	tbd	\$420,494.21	100.0%	\$420,494.21			
W-1/2	Heath Rd from SR 400 to N-S frontage rd	tbd	tbd	\$333,609.58	100.0%	\$333,609.58			
W-4	Stowers Rd west of SR 400 to N-S frontage rd	tbd	tbd	\$482,463.91	100.0%	\$482,463.91			
W-5/6	Grant Rd from SR 400 to N-S frontage rd	tbd	tbd	\$225,081.84	100.0%	\$225,081.84			
W-6/7	Lumpkin Campground Rd from 400 to frontage rd	tbd	tbd	\$9,386,889.48	100.0%	\$9,386,889.48			
W-10	Gordon Moss Rd from Whitmire to Dawson Forest	tbd	tbd	\$3,069,843.79	100.0%	\$3,069,843.79			
W-10	Whitmire Rd from SR 400 to N-S frontage rd	tbd	tbd	\$312,340.36	100.0%	\$312,340.36			
E-3	N-S frontage rd from Whitmire to Dawson Forest Rd	tbd	tbd	\$198,527.66	100.0%	\$198,527.66			
E-11	Landrum Rd from SR 400 to south turn	tbd	tbd	\$62,450.27	100.0%	\$62,450.27			
W-2	E-W connection #2 from SR 400 to N-S frontage rd	tbd	tbd	\$288,451.79	100.0%	\$288,451.79			
W-4	N-S frontage rd from SR 136 to Stowers Rd	tbd	tbd	\$2,123,713.53	100.0%	\$2,123,713.53			
W-5	E-W connection from SR 400 to N-S frontage rd	tbd	tbd	\$438,453.91	100.0%	\$438,453.91			
W-6	N-S frontage rd from Grant Rd to Campground Rd	tbd	tbd	\$3,355,749.20	100.0%	\$3,355,749.20			
				\$21,572,316.12		\$21,572,316.12	\$513,000.00	\$1,201.70	

Public Facility:		Parks & Recreation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Percentage of Funding from	Funding Possible from	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Recoupment (5.4 acres)	2008	2009	\$93,750.00	100.0%	\$93,750.00			
Future Park (50 acres)	2014	2014	\$1,201,458.98	100.0%	\$1,201,458.98		\$67,759.67	
Future Park (58 acres)	2023	2023	\$677,053.57	100.0%	\$677,053.57			
4 Ball Fields	2014	2014	\$1,052,359.69	100.0%	\$1,052,359.69			
4 Ball Fields	2018	2018	\$1,088,780.52	100.0%	\$1,088,780.52			
6 Ball Fields	2023	2023	\$1,704,126.27	100.0%	\$1,704,126.27			
2 Ball Fields	2030	2030	\$602,890.94	77.7%	\$468,446.26			
7 Soccer Fields	2023	2023	\$1,789,332.58	92.1%	\$1,647,770.81			
2 Football Fields	2018	2018	\$489,951.23	69.3%	\$339,670.94			
2 Tennis Courts	2014	2014	\$84,188.78	100.0%	\$84,188.78			
4 Tennis Courts	2018	2018	\$174,204.88	100.0%	\$174,204.88			
1 Tennis Courts	2023	2023	\$45,443.37	100.0%	\$45,443.37			
2 Tennis Courts	2030	2030	\$96,462.55	26.9%	\$25,920.87			
2 Basketball Courts	2016	2016	\$53,520.76	100.0%	\$53,520.76			
2 Basketball Courts	2022	2022	\$56,323.09	73.3%	\$41,295.39			
5 Volleyball Courts	2016	2016	\$107,041.52	100.0%	\$107,041.52			
Running Track	2016	2017	\$239,992.69	70.0%	\$167,994.88			
2 Swimming Pools	2023	2023	\$2,272,168.36	69.3%	\$1,575,237.52			
3 Spraygrounds	2016	2016	\$1,273,618.87	79.6%	\$1,013,185.04			
2 Trails	2010	2012	\$256,461.46	69.3%	\$177,798.32	\$150,120.19		
4 Playgrounds	2012	2012	\$206,921.75	100.0%	\$206,921.75			
4 Playgrounds	2020	2020	\$221,492.18	86.2%	\$190,826.59			
2 Pavilions	2013	2013	\$62,076.52	100.0%	\$62,076.52			
2 Pavilions	2015	2015	\$63,680.94	100.0%	\$63,680.94			
2 Pavilions	2028	2028	\$71,126.58	75.0%	\$53,344.94			
Gymnasium	2014	2014	\$263,089.92	100.0%	\$263,089.92			
Gymnasium	2023	2023	\$284,021.05	40.0%	\$113,608.42			
Maintenance Bldg	2014	2014	\$52,617.98	100.0%	\$52,617.98			
Maintenance Bldg	2023	2023	\$56,804.21	100.0%	\$56,804.21			
Maintenance Bldg	2030	2030	\$60,289.09	80.0%	\$48,231.28			
			\$14,701,250.35		\$12,850,450.91	\$150,120.19	\$67,759.67	

2015-2019 SHORT TERM WORK PROGRAM DAWSON COUNTY, GA

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Community Facilities	Develop long-range water resources plan	✓	✓	✓	✓	✓	EWSA	TBD	General Fund
Community Facilities	Develop long-range sewer expansion plan	✓	✓	✓	✓	✓	EWSA	TBD	General Fund
Community Facilities	Wastewater treatment plant expansion for additional 300,000-500,000 GDP capacity	✓	✓	✓	✓	✓	EWSA	TBD	SPLOST, CDBG, GEFA, ARC, USDA, RD
Community Facilities	Library Collection Materials (980 units) - delayed from 2007	✓					BOC	\$18,605	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,014 units) - delayed from 2008	✓					BOC	\$19,131	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,051 units) – delayed from 2009		✓				BOC	\$19,697	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,090 units)				✓		BOC	\$20,275	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,247 units)	✓					BOC	\$24,315	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,297 units)		✓				BOC	\$25,121	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,349 units)			✓			BOC	\$25,944	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,403 units)				✓		BOC	\$26,786	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,459 units)					✓	BOC	\$27,645	93% Impact Fees, General Fund
Community Facilities	Engine	✓					Fire Dept., BOC	\$389,277	SPLOST

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Community Facilities	Ambulance		✓				Fire Dept., BOC	\$220,000	Impact Fees, SPLOST
Community Facilities	Aerial					✓	Fire Dept., BOC	\$850,517	100% Impact Fees
Community Facilities	Engine				✓		Fire Dept., BOC	\$289,334	100% Impact Fees
Community Facilities	Fire Station 9 (4,900 sf)			✓	✓		Fire Dept., BOC	\$351,388	General Fund, SPLOST
Community Facilities	2 Picnic Pavilions (War Hill)		✓				Parks & Rec Dept., BOC	\$62,077	100% Impact Fees
Community Facilities	2 Trails (Veterans Trail, Board Walk Trail Rock Creek)	✓	✓	✓			Parks & Rec Dept., BOC	\$256,461	69% Impact Fees, TE Grant
Community Facilities	3 Playgrounds (War Hill, Rock Creek, River Park)		✓	✓			Parks & Rec Dept., BOC	\$206,922	100% Impact Fees
Community Facilities	Indoor Swimming Pool (Rock Creek)				✓		Parks & Rec, BOC	\$2,500,000	Impact Fees, Grant, General Fund
Community Facilities	Land Acquisition		✓				Parks & Rec, BOC	TBD	Impact Fees, Grant, General Fund
Economic Development	Work closely with Forsyth and Lumpkin counties to maintain Georgia 400 as a convenient connection to Interstate 285 and the Atlanta region in order to attract business and tourism.	✓	✓	✓	✓	✓	PCD, GMRC, GDOT, Chamber, DCDA	N/A	
Economic Development	Market County's increasing educational levels to potential employers	✓	✓	✓	✓	✓	DCDA, Chamber	N/A	
Economic Development	Coordinate with Lanier Technical College to develop skills pool to attract higher paying jobs	✓	✓	✓	✓	✓	DCDA, Chamber	N/A	
Economic Development	Develop Marketing Plan to encourage tourism	✓	✓	✓	✓	✓	Chamber	TBD	TBD
Housing	Develop zoning districts that provide incentives for providing senior living near other housing	✓	✓	✓			PCD	TBD	General Fund

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Intergovernmental Coordination	Pursue with the Atlanta Airport Authority a long-term conservation master plan for the Dawson Forest Wildlife Management Area	✓	✓	✓	✓	✓	PCD, BOC, USFS	N/A	
Land Use	Adopt Georgia 53 Corridor Overlay		✓	✓			PCD, BOC	TBD	General Fund
Land Use	Create zoning districts that implement all future land use map categories		✓	✓	✓		PCD	TBD	General Fund
Land Use	Develop educational program in order for the public to understand the tax consequences of not providing more commercial and industrial tax base		✓	✓	✓	✓	Finance, BOC	\$5,000	General Fund
Land Use	Create master plan for Mixed Use Corridor Character Area at SR 9/Dawson Forest Road and SR 9/Rock Creek Park			✓			PCD	\$25,000	General Fund
Land Use	Update GA 400 Overlay District			✓	✓		PCD	TBD	General Fund
Natural & Cultural Resources	Adopt Greenspace Master Plan		✓	✓			PCD, Parks and Recreation	\$80,000	General Fund
Natural & Cultural Resources	Update county development regulations to tighten requirements pertaining to impervious surface erosion control, drainage, etc.	✓	✓	✓	✓	✓	PCD, PWD	TBD	General Fund
Population	Develop more specifically a system by which to measure growth in population vs. infrastructure and available stock demands	✓	✓	✓	✓	✓	PCD	N/A	General Fund
Transportation	Attend the Quarterly State Transportation Board meetings and become familiar with area Board Rep	✓	✓	✓	✓	✓	PCD, PWD	N/A	General Fund
Transportation	Develop/Maintain a road improvement plan	✓	✓	✓	✓	✓	PWD	TBD	General Fund
Transportation	Interchange at SR 400 and SR 53 - New Interchange	✓	✓				GDOT	\$10,000,000	State
Transportation	Add bike lanes, bicycle-friendly shoulders and multi-use paths/trails where appropriate for future construction	✓	✓	✓			PWD	TBD	T-Grant /General Fund
Transportation	Adopt a collector street plan		✓	✓			PWD	TBD	General Fund
Transportation	Coordinate with local traffic enforcement authorities for safety/accident data	✓	✓	✓	✓	✓	PWD, Sheriff	N/A	
Transportation	Develop Access Management Plans for prioritized or "selected" corridors	✓		✓			PCD, GDOT, PWD	TBD	General Fund

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Transportation	Improve pedestrian access at the major intersections along GA 400 with signals, cross sections, etc. in the County	✓	✓	✓	✓	✓	GDOT, PCD, PWD	TBD	General Fund, GDOT
Transportation	Pursue TE Grants	✓	✓	✓	✓	✓	PCD, GMRC, DCDA, PWD	N/A	
Transportation	Replace/repair deficient bridges as described in Dawson County Comprehensive Plan 2013-2033	✓	✓	✓	✓	✓	PWD	(See table 6 Transportation Element)	
Transportation	SR 52: two westbound passing lanes between Gilmer and Lumpkin Counties - Reconstruction, Passing Lanes		✓	✓	✓		GDOT, PWD	\$1,096,000	GDOT
Transportation	SR 9 passing lanes from Thompson Rd to Jenkins Rd. - Reconstruction, Passing Lanes			✓	✓		GDOT, PWD	\$1,068,000	GDOT
Transportation	Road resurfacing and rehabilitation	✓	✓	✓	✓	✓	PWD	TBD	General Fund, SPLOST
Transportation	SR 53 and Lumpkin Campground Rd intersection improvements	✓	✓				PWD	TBD	GDOT
Transportation	Dawson Forest Rd and SR 9 intersection improvements		✓	✓	✓		PWD	TBD	GDOT, General Fund
Transportation	Culvert replacements and upgrades	✓	✓	✓	✓	✓	PWD	TBD	General Fund, GDOT, SPLOST, FE-MA

Transmittal Resolution

Capital Improvements Element Annual Update

Dawson County, Georgia

WHEREAS, Dawson County adopted a Capital Improvements Element as an amendment to the *Dawson County Comprehensive Plan*; and

WHEREAS, Dawson County has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on December 3, 2015, at 6:00 P.M. in the Dawson County Government Center;

BE IT THEREFORE RESOLVED that the Board of Commissioners of Dawson County does hereby submit the Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 3rd day of December, 2015.

BY: _____
Chairman Mike Berg

ATTEST: _____
Danielle Yarbrough, County Clerk

Backup material for agenda item:

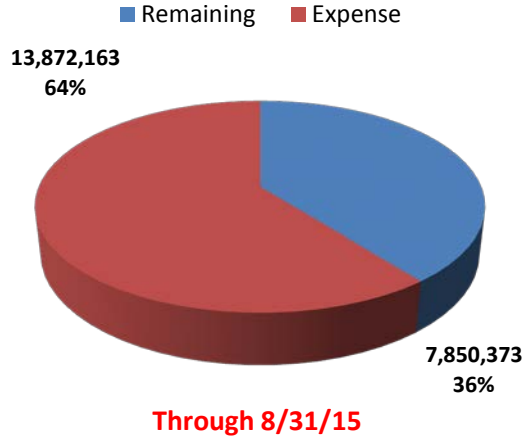
7. Chairman Report



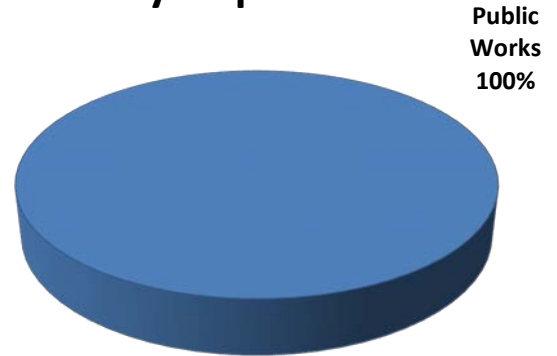
Key Indicator Report

October 2015

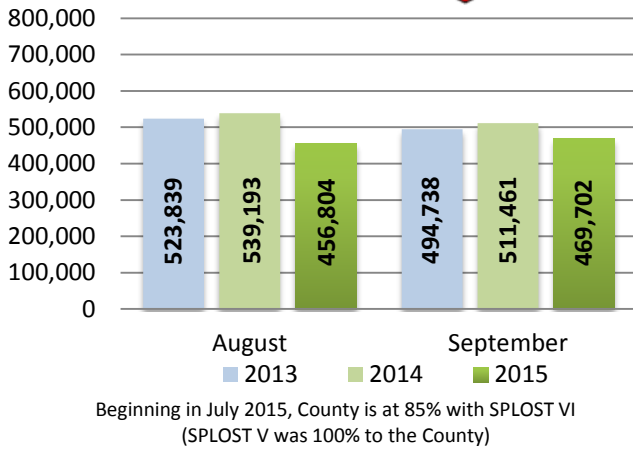
Budget



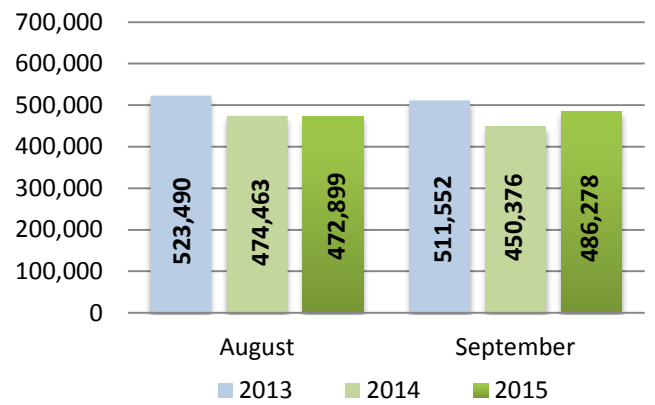
311 Requests By Department



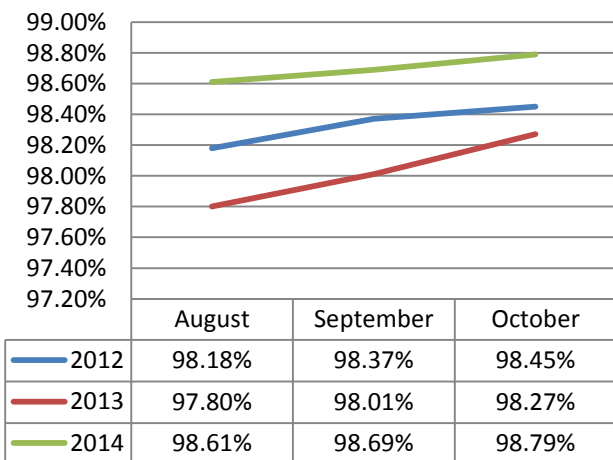
SPLOST ↓ 15.3%



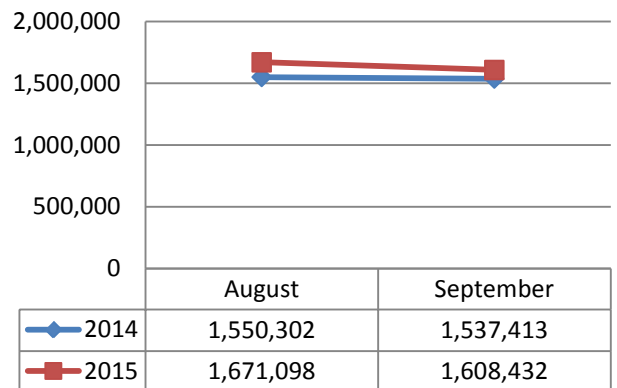
LOST ↓ 0.3%



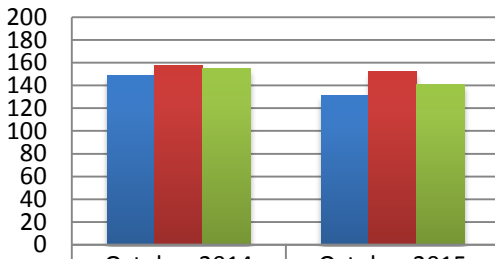
Property Collections



All Revenue Per Month

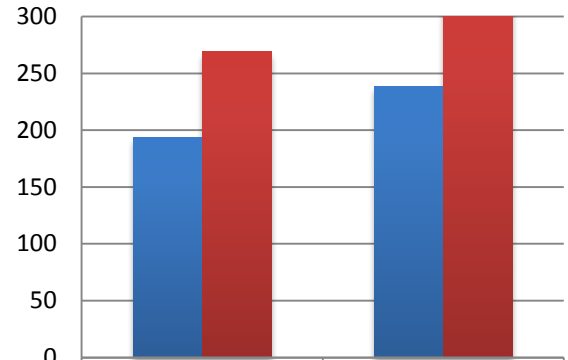


Inmate Population



	October 2014	October 2015
■ Lowest Daily Count	149	131
■ Highest Daily Count	158	152
■ Daily Average	155	141

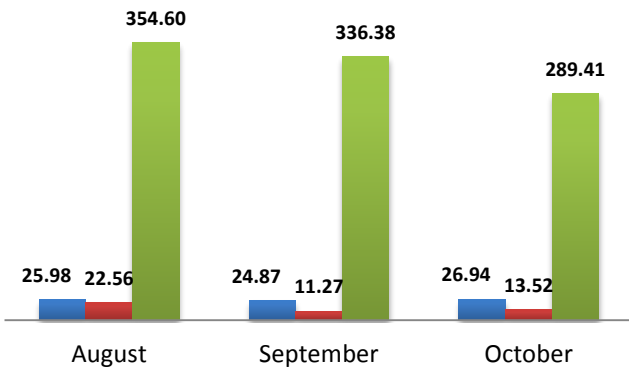
EMS/Fire Calls for Service



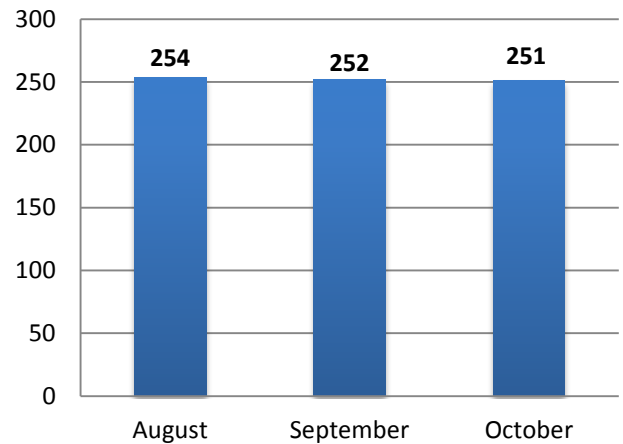
	October 2014	October 2015
■ EMS	194	239
■ Fire	269	317

Recycling

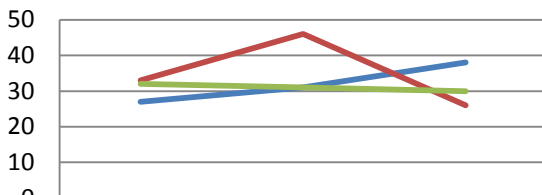
■ Recycling Other Than Metal ■ Scrap Metal ■ Refuse



Number of Employees



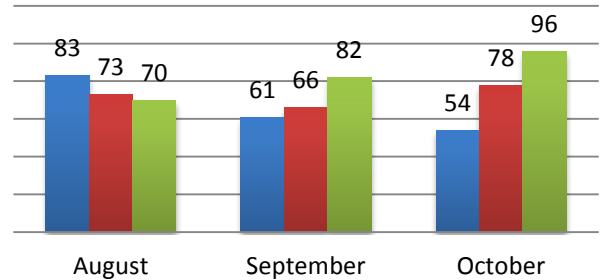
Permits Issued (Planning & Development)



	August	September	October
— 2013	27	31	38
— 2014	33	46	26
— 2015	32	31	30

Repair Requests (Public Works)

■ Roads ■ Facilities ■ Fleet





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – October 2015

- **New Applications/Transfers In: 157**
- **Changes/Duplicates: 828**
- **Cancelled/Transferred Out: 98**
- **Total Processed: 1,083**

HIGHLIGHTS

Voter Registration Projects:

All cleanup processes (listed below) are still in progress, requiring daily changes in voter records. The figures continue to be large in number due to voter response.

- Continuing to receive and process “No Contact” notices mailed on 6/29/15.
- “NCOA” (National Change of Address) is underway. 1311 notices were mailed on 8/28/15 “NCOA” is where two addresses are listed with the USPS for affected voters. Notices are sent, in odd years, to clean up voter records.
- 272 follow up letters mailed to the remaining 911 address changes for Big Canoe residents (where previously were lot numbers) is within a few voters being complete, as of 10/31/15.

Elections Projects:

- Beginning the process of task lists assignments for the 5-6 scheduled elections for 2016. The first tasks for the Presidential Preference Primary (ballot proofing, etc.) begin in December 2015.
- Acquired a Work Based Learning Student as a non-paid Intern to receive 1 course credit for 100 hours worked. This student will work with staff to assess storage/inventory/equipment space to rearrange for greater efficiency, as well as, other projects pertinent to his job training.
 - Utilizing the help of the intern to help re-arrange, streamline and organize all election equipment, supplies and tools. The “GEMS” room has totally been rearranged for better work functionality.
 - Student is doing well, averaging approximately 8-15 hours weekly at this time.
- Assess and replace necessary election tools (i.e. crowd control posts, directional signage, etc.) Approximately 50% complete.
- Working on consolidating and updating SOP procedures for each function in this office.

Highlights of plans for upcoming month:

- 2016 Elections preparation; ongoing throughout the end of the year.
- Continue election projects and Voter Registration cleanup projects listed above.



Dawson County Board of Commissioners

Emergency Services Monthly Report – October 2015

Fire Responses:	August	September	October
2013	244	208	261
2014	287	279	269
2015	282	239	317

EMS Responses:	August	September	October
2013	181	169	211
2014	221	210	194
2015	235	174	239

Plan Reviews: 13

EMS Revenue:

- September 2014: \$54,475.94
- September 2015: \$40,023.81
- 26.6 % Decrease

Plan Review and Inspection Revenue Total: \$ 2,801.00

- County: \$2,501.00
- City: \$300.00

Business Inspections Total: 23

- County Follow up: 5
- City Follow up: 0
- County Final Inspection: 5
- City Final Inspection: 5
- County Annual Inspections: 8
- City Annual Inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

- Training hours completed by staff: 748
- PR details: 21
- Smoke detector installations: 9
- Search and Rescue: 2
- Fire hydrant flow test, service and painting continues: 13
- Fire investigation: 2
- People trained in CPR: 37
- Child safety seat installations: 4
- Total water usage: 5,500 gallons (EW 169 00 gallons; City: 0; Pickens: 0; Cherokee: 0)



Dawson County Board of Commissioners

Finance Monthly Report – October 2015

FINANCE HIGHLIGHTS

- **LOST Collections:** \$486,278 – up 8.0% compared to 2014
- **SPLOST Total Collections:** \$552,590 – up 8.0% compared to 2014. *(The County's portion of SPLOST collections are down 8.2% due to the change in distribution from 100% for SPLOST V to 85% for SPLOST VI as of July 2015.)*
 - \$469,702 – County Portion (85%)
 - \$82,889 – City Portion (15%)
- **TAVT:** \$89,242 – up 5.9% compared to 2014
- **See attached Revenue and Expenditure Comparison for 2015**
- **Total County Debt:** \$3,835,821.91 (See attached Debt Summary)
- **Audit Status:** 2014 audit is complete; Rushton & Company has been approved as the County's auditor for FY 2015-2019
- **Budget Status:** 2016-2018 Budget presented to BOC on September 24, 2015. Hearing 1 of 1 occurred on October 1, 2015. Approval postponed to November 4, 2015.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Historic Courthouse Restoration: Window Replacement RFP
- Historic Courthouse Restoration: Painting & Caulking RFP
- Bulk De-icing Salt – Quote
- Youth Sports Photography – Quote
- Offender Home Monitoring (House Arrest) FY 2016 - Quote

Informal Solicitations

- Basketball Uniforms for Park & Rec
- Wrestling Singlets for Park & Rec
- Affordable Health Care Reporting Company and Programming for HR
- Advertisement at movie theater for Underage Drinking Prevention – Family Connection
- 80 Tons of Bulk De-icing Salt for Roads Dept.
- 4 Portable Video Laryngoscopes for DCES

Pending Projects

- Vehicles for Dawson County
- DCES Uniforms FY 2016
- HVAC Maintenance FY 2016
- Janitorial Supplies FY 2016
- IT Servers

Work in Progress

- Intermediate Jail Demolition
- Inmate Food Services – FY 2016
- E911 Consoles

Future Bids

- TE Trail Grant Project
- Guardrails at War Hill Park Road
- DCSO Vehicles
- Convenience Pay Billing (Credit/Debit Card Services)
- SPLOST VI Projects (TBD)

**Budget to Actual
September Collections Reported in October**

	Actual at 9/30/2015 (1)	Percent of Budget Actually Collected/ Expended	2015 BOC (2) Approved Budget	Over(Under) Approved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 13,639,200	62.79%	\$ 21,722,536	\$ (8,083,336)	-37.21%
Expenditures	13,872,163	63.86%	21,722,536	(7,850,373)	-36.14%
	<u>\$ (232,963)</u>	<u>-1.07%</u>	<u>\$ -</u>	<u>\$ (232,963)</u>	<u>-1.07%</u>

***NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

(1) Reporting actuals as of 9/30/2015 because revenue collections are 30 days behind. The LOST revenues for the month of September 2015 were received in October 2015.

(2) Change in total budget due to account adjustments:

\$ 21,659,305	Original Budget
\$ 30,401	Donation Carryover Balances
\$ 1,752	January Donations Received
\$ 5,053	February Donations Received
\$ 11,285	March Donations Received
\$ 2,954	April Donations Received
\$ 5,465	May Donations Received
\$ 1,682	June Donations Received
\$ 1,325	July Donations Received
\$ 1,600	August Donations Received
\$ 1,714	September Donations Received
<u>\$ 21,722,536</u>	Revised Budget

**ACTUAL COMPARISON
JANUARY - DECEMBER 2015**

MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	YTD
2014 REVENUE	790,257	1,377,525	1,417,196	1,507,900	1,501,846	1,507,986	1,600,030	1,550,302	1,537,413	2,534,763	1,571,762	2,761,600	19,658,579
2015 REVENUE	820,947	1,521,261	1,480,682	1,617,781	1,596,514	1,714,955	1,607,404	1,671,224	1,608,432				13,639,200
% CHANGE	4%	10%	4%	7%	6%	14%	0%	8%	5%	-100%	-100%	-100%	-31%
2014 EXPENSE	1,063,535	1,518,729	1,442,613	1,409,211	1,785,823	1,729,336	1,409,860	1,355,762	1,599,132	1,855,090	1,661,260	1,981,115	18,811,467
2015 EXPENSE	1,105,357	1,407,334	1,444,093	1,552,000	1,759,628	1,794,836	1,587,590	1,440,349	1,780,976				13,872,163
%CHANGE	4%	-7%	0%	10%	-1%	4%	13%	6%	11%	-100%	-100%	-100%	-26%
2015 Total Rev-Exp	\$ (284,410)	\$ 113,927	\$ 36,589	\$ 65,781	\$ (163,114)	\$ (79,881)	\$ 19,814	\$ 230,875	\$ (172,544)	\$ -	\$ -	\$ -	(232,963)

REVENUE
YTD through July 2014 12,790,454
YTD through July 2015 13,639,200
% Changed 6.64%

EXPEDITURES
YTD through July 2014 13,314,002
YTD through July 2015 13,872,163
% Changed 4.19%

*NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

**DAWSON COUNTY
DEBT SCHEDULE**

AS OF 10/31/2015

DEBT DESCRIPTION	BANK/PAYEE	CURRENT SOURCE OF PAYMENT	DEBT ORIGINATION DATE	DUE DATE OF FINAL PMT	PRINCIPAL BAL AT 12/31/2014	NEW LOANS IN 2015	2015 PMTS TO DATE		BALANCE DUE	PENDING 2015 PAYMENTS		PROJECTED BAL AT 12/31/2015	NOTES
							PRINCIPAL	INTEREST		PRINCIPAL	INTEREST		
2007 SPLOST 5 Bonds	Regions Bank	SPLOST 5	12/27/2007	7/1/2015	7,865,000.00	-	7,865,000.00	393,250.00	-	-	-	-	SPLOST 5 Collections/Construction funds from bond proceeds reserved for debt service - PAID IN FULL 7/1/15!!!
2012 EWSA Bonds	Community & Southern Bank	General Fund	5/14/2012		2,905,000.00	-	10,000.00	85,836.71	2,895,000.00	-	0.00	2,895,000.00	Partial defeasement of bonds in April 2012 reduced principal by \$1,525,000. Refunded Bonds and received lower interest rate of 2.96% on 5/14/2012. Interest due semi-annually on March 1 and Sept. 1.
Hwy 9 S land-EWSA Note	Community & Southern Bank	General Fund			Debt - this loan is on EWSA's books, however, the County pays the interest from General Fund (about \$3,700 per month)	-	-	36,252.00	-	-	6,678.00	-	This loan is on EWSA's books, however, thru an intergovernmental agreement, the County pays the interest. Also, any proceeds from the sale of wetland and stream bank credits the County receives is paid toward the principal of the loan. The current principal amount is \$1,431,000 at an interest rate of 3%. Accrued interest will be paid monthly.
Fire Truck Lease	Oshkosh Capital	General Fund	1/24/2011	9/24/2022	835,243.37	-	90,679.46	33,326.20	744,563.91	-	-	744,563.91	12-yr lease/purchase for 3 pumper trucks; annual payment of \$124,005.66
Vehicle Replacement Lease	BB&T	General Fund	7/8/2015	7/8/2015	-	196,258.00			196,258.00	-	-	196,258.00	This amount was approved for vehicle replacement leases in the FY2015 budget. Eligible departments are working with Purchasing to bid out replacement vehicles.

Totals \$ 11,605,243.37 \$ 196,258.00 \$ 7,965,679.46 \$ 548,664.91 \$ 3,835,821.91 \$ - \$ 6,678.00 \$ 3,835,821.91



Dawson County Board of Commissioners

Human Resources Department Monthly Report – October 2015

POSITION CONTROL

- Positions approved by BOC: 426
- # of filled F/R Positions: 251
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 8
- # of filled P/R Positions: 50
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 49
- # of Vacant Positions: 20
- #of Frozen Positions: 34
- % of Budgeted/Actual Positions: 87%

ADDITIONAL INFORMATION

- FMLA/LOA tracking: 7
- WC and/or P & L claims filed: 10
- Unemployment claims received: 0
- Performance Evaluations received: 13
- Payroll/Benefit changes keyed: 303

HIGHLIGHTS

Positions Advertised/ Posted: 3

Applications Received: 52

New Hires added into system: 2

- Meghan Purvis- Parks & Rec.
- Daniel Davenport- Sheriff's Office

Terminations Processed: 4

- Cindy Campbell- Administration
- Jamie McPherson- Emergency Services
- Jill Jones- Public Works
- Gloria Wright- Transit

Additional Highlights for October

- HR Specialist Kristi Hudson put the finishing touches on the Fall Wellness Fair scheduled for Nov. 10
- Distributed annual Defined Benefit Statements to all employees active in the plan
- Presented the 2016 Holiday and Payroll Calendar to the Board of Commissioners
- Completed a paperwork audit for Local Government Risk Management Services (LGRMS)
- HR Director Danielle Yarbrough attended an Advanced Workers' Compensation Class hosted by LGRMS



Dawson County Board of Commissioners

Information Technology Monthly Report – October 2015

- **Calls for Service: 132**
- **Service Calls Completed: 132**
- **Average Response Time: 35 minutes**
- **Windstream visits: 1**

HIGHLIGHTS

- Completed Recycle Project



Dawson County Board of Commissioners

Margie Weaver Senior Center Monthly Report – October 2015

SENIOR CENTER

- **Home Delivered Meals Served**
 - October 2015: 1,746 up 0% (no change) compared to same month last year
 - YTD 2015: 16,726 down 1% compared to last year
- **Congregate Meals Served**
 - October 2015: 543 down 2% compared to same month last year
 - YTD 2015: 4,696 up 6% compared to last year
- **Physical Activity Participation**(Tai Chi, Silver Sneakers, individual fitness)
 - October 2015: 272 down 9% compared to same month last year
 - YTD 2015: 3,250 down 4% compared to last year
- **Lifestyle Management Participation**(art, bridge, bingo, awareness, prevention)
 - October 2015: 327 up 40% compared to same month last year
 - YTD 2015: 2,579 up 21% compared to last year

HIGHLIGHTS

October Events:

- Senior Center Clients enjoyed a trip to the Hiwassee Fair on October 15th.
- Dawson Co. Women's Club participated in BINGO; members provided gifts; led calling (Mondays)
- "Coffee With A Cop" was held October 8th; approximately 40 seniors attended
- National Storyteller Kim Weitkamp visited; provided a presentation along with singing
- Georgia Cares w/ Legacy Link visited Oct. 23rd; assisted clients in open enrollment for insurance.
- Silver Sneakers members participated in the Moonshine Festival Oct. 24th; 14 students participated.
- Halloween party was October 30th. Clients dressed up; heard performance by Jim McQuirt
- Silver Sneakers classes: Tues/Thurs; Bible Study: 1st Tues /every Thurs; art/jewelry classes: Thur/Fri

Special Dates Coming Soon:

- | | |
|--|---|
| ● November 2, 9, 16, 23, 30: BINGO | ● November 13: Movie and Birthday |
| ● November 3: BBB Presentation-Holiday Scams | ● November 17: Chestatee Hospital-Health Ed. |
| ● November 4, 18: Walmart | ● November 20: Movie and Snack |
| ● November 5: Apple House Trip – Ellijay | ● November 24: Special Music with Bill Cain |
| ● November 6: EMS Program-Stephen Knowles | ● November 25: Dollar Tree/Church Alliance Dinner |
| ● November 10: UNG – Depression Discussion | |

TRANSIT

- **DOT Trips Provided**
 - October 2015: 354 up 17% compared to same month last year
 - YTD 2015: 2,793 down 2% compared to last year
- **Senior Trips Provided**
 - October 2015: 640 down 3% compared to same month last year
 - YTD 2015: 6,386 up 15% compared to last year
- **# of Miles**
 - October 2015: 8,244 down 10% compared to same month last year
 - YTD 2015: 74,702 down 1% compared to last year
- **Gallons of Fuel**
 - October 2015: 948 down 13% compared to same month last year
 - YTD 2015: 8,935 0% (no change) compared to last year



Dawson County Board of Commissioners

Marshal Monthly Report – October 2015

- **Alcohol License Establishment Inspections:** 3
- **Alcohol Pouring Permits Issued:** 33
- **Animal Control Calls Handled:** 98
- **Animal Bites to Human investigated:** 0
 - 0 Quarantined
- **Animals Taken to DC Humane Society:** 59
- **Dangerous Dog Classification:** 0
- **Citations Issued:** 0
- **Complaint Calls/In Field Visits:** 129
- **Erosion Site Visits:** 0
- **E-911 Addresses Issued:** 16
- **Non-conforming Signs Removed:** 140

HIGHLIGHTS

Staff Training:

- Sgt. Ken Moss cross-trained 40 hours with Jason Holbrook on building inspections.
- Sgt. Ken Moss continues to cross-train and study for residential building inspector certification.



Dawson County Board of Commissioners

Parks and Recreation Monthly Report – October 2015

- **Youth Sports Participants**
 - October 2015: 1,559 up 41% compared to same month last year.
 - YTD 2015: 9,849 up 3% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
 - October 2015: 1,154 down 3% compared to same month last year
 - YTD 2015: 11,752 down 9% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
 - October 2015: 3,886 up 5% compared to same month last year.
 - YTD 2015: 18,703 up 223% compared to last year (tracking WHP guests, pool guests, special events and tournaments)
- **Total Customers Served:**
 - October 2015: 6,599 up 3% compared to same month last year
 - YTD 2015: 38,812 up 32% compared to last year

HIGHLIGHTS

Park Special Events:

- “Trunk or Treat” was held October 31st at RCP. Estimated attendance: 3,600 (including 1,200 kids)
- October 14th DCPR hosted the GRPA North Georgia Rural Directors Roundtable at RCP

Park Projects:

- WHP campground closed for the camping season on October 31st
- Signage at RCP has been replaced

Athletic and Program Summary:

- Football games continued. Four of the DCPR teams qualified for playoffs. Of those qualifying, 3 were eliminated in the first round. Our 5-6 Team won and has advanced to the second round playing in Madison County on Saturday November 7th.
- Fall baseball, softball, and t-ball ended.
- Registration for winter basketball and wrestling ended Oct. 5th. All teams were drafted and set for the season
- Additional specialty programs included basketball lessons, dance classes, adult boot camp, Kid Fit, Tai Chi, Yoga and Zumba.

On the Horizon:

- Next Park Board meeting: November 9th at 5:30pm
- Basketball games and wrestling matches begin in December
- Breakfast with Santa and Senior Center Christmas Bazaar is December 5th at RCP



Dawson County Board of Commissioners

Planning and Development Monthly Report – October 2015

- **Building permits Issued**
 - October 2015: 30 down 3%
 - YTD 2015: 337 up 12%
- **Business Licenses Issued:**
 - October 2015: 129 up 14%
 - YTD 2015: 1,385 down 1%
- **Total Building Inspections Completed:**
 - October 2015: 370 up 16%
 - YTD 2015: 3,032 up 16%
- **Variances/Zonings Processed:**
 - October 2015: 2 down 71%
 - YTD 2015: 36 up 9%
- **Plats Reviewed:**
 - October 2015: 9 up 29%
 - YTD 2015: 73 down 9%
- **Total Stormwater/Erosion Inspections: 23**
- **Total Stormwater Warnings/Stop Work Orders Issued: 3**
- **Total Civil Plan Review Meetings: 4**
- **Total Building Plan Review Meetings: 7**

HIGHLIGHTS

Planning Projects:

- Stormwater staff is working with Moreland Altobelli Associates, Inc. on phase 1 of the MS4 project. EPD submitted additional comments for the fifth time and we resubmitted the revisions on Oct. 16th.
- Staff received the aerial photography from the GRMC project and is reviewing it for completeness.
- GATEway Grant landscape plan has been approved. Waiting to receive approved copies in order to move forward.
- Stormwater Manager participated in Etowah River Clean Up on Oct. 14th.

Newly Licensed Businesses:

- 5 Commercial based businesses
- 7 Home based businesses

Highlights of plans for upcoming month:

- Director Burton will present updated CIE for Board approval to submit to the Regional Commission for review and approval by DCA.
- November Planning Commission Items: 2 rezoning cases (Karen Reece (5816 Hwy 53 E: from RSRMM to C-HB; County Initiated (Hightower Industrial Park: from C-PCD to C-IR/C-HB), 1 variance case (Kroger: sign variance)
- Upcoming Plan Review Mtg.- Nov. 5th: Publix Bu 179 an; Lighthouse Baptist Church Community Center Remodel
- Director Burton will attend Leadership Dawson 179 v. 10th and Georgia Academy Economic Development class in Clarkesville on Nov. 19th.

Dawson County

October 2015

New Business Licensing

Dawson County has five (5) new Commercial Businesses that have opened this month.

- 1.** 400 Gun, L.L.C. – Gun Sales
236 Hightower Parkway
- 2.** North Georgia Brazilian Jiu Jitsu – Martial Arts
221 Grogan Drive
- 3.** Burger & Shake - Restaurant
66 South 400 Center Lane
- 4.** Mesh Engineering – Engineering Service
268 Successful Way
- 5.** Dawson Food & Gas – Ownership Change – Convenience Store
6623 Highway 9 South

Home Based Business has seven (7) new locations and Home Office Business Licenses.

- 1.** Bore Company, L.L.C. – Utility Construction
2572 Elliott Family Parkway
- 2.** Bus Shop Boutique – Retail Women’s Clothing
1653 Goldmine Road
- 3.** Cait Carr Photography - Photography
426 Overlook Circle
- 4.** Orion Overhead Doors – Garage Door Installation
86 Stonehaven Drive
- 5.** Evenroute, L.L.C. – Computer Networking
43 Sassafras Ridge
- 6.** Pulliam & Tallman, L.L.C. - Publishing
361 Attwater Circle
- 7.** Whisper Productions – Video Production
155 Old Mount Vernon Road



Dawson County Board of Commissioners

Public Works Monthly Report – October 2015

ROADS:

- Work Orders: 54
- Mowing: 284.38 miles
- Gravel: 4,235 tons (stockpiled)
- Asphalt Resurfacing: 1,704.13 tons
 - 1,607.72 tons Burt Creek Road
 - 96.41 tons Elliott Court

ENGINEERING:

- LMIG Application Preparation
 - Preparing documentation for 2016 LMIG request
- Staff conducted 3 plan reviews in coordination with stand-by engineering consultant

TRANSFER STATION:

- Solid Waste: 289.41 tons
- Recycling: 26.94 tons
- Recycling scrap metal: 13.52 tons

FLEET:

- Repair requests: 96

FACILITIES:

- Repair requests: 78
- Community Service Workers: 9

Backup material for agenda item:


8. County Attorney Report

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Dawson County Board of Commissioners

Date: November 10, 2015

From: Joey Homans 

Re: County Attorney Report

1. Dawson County v. Credit Bureau Systems, Inc. and National Reimbursement Group. I am providing you another copy of a proposed settlement and release agreement. National Reimbursement Group proposes resolving the claim filed by the County in exchange for payment of \$5,000.00. I submitted a demand for payment of \$19,710.00 based upon the contract dated April 3, 2014 and assigned to Credit Bureau Systems, Inc. on July 2, 2015. National Reimbursement Group submitted a response contending that the contract does not obligate the contractor (NRG or Credit Bureau Systems) to provide information and documents to continue Dawson County's certification as a Medicaid provider, which is the basis for the claim. Additionally, NRG asserts that the maximum amount that Dawson County would have received from the invoices of \$19,710.00 would have been \$9,215.00. I recommend that you approve the settlement and release agreement.
2. Recreation Facilities Agreement. I am providing you a draft of a recreation facilities agreement that applies to nature trails. I understand that this agreement is necessary to continue pursuit of certain grants. Lisa will provide additional information. I am providing you the draft of the agreement at this time so that any questions may be resolved if the agreement is necessary to continue seeking certain grants.

Joey

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of the ____ day of November, 2015, by and between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County") and NATIONAL REIMBURSEMENT GROUP, INC., a Georgia corporation ("NRG"). County and NRG are hereinafter referred to collectively as the "Parties" and individually as a "Party."

R E C I T A L S

WHEREAS, the County and NRG entered into the Annual Contract and Agreement dated April 3, 2014 (hereinafter the "Contract"); and

WHEREAS, on October 14, 2015, the County sent a demand for arbitration pursuant to the Contract alleging that NRG breached the Contract; and

WHEREAS, NRG disputes the claims by the County; and

WHEREAS, the County has agreed to settle all asserted or potential claims against NRG relating to or otherwise arising out of the Contract under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants, promises, and obligations of the Parties as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement Amount.** NRG agrees to pay the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (the "Settlement Amount") to the County.

2. **No Admission of Liability.** The execution and performance by the Parties under this Agreement shall in no way be used as or otherwise construed as an admission of liability by any of the Parties, which liability is expressly denied.

3. **Release by the County ("Release").** For and in consideration of the obligations and covenants above, the sufficiency of which is acknowledged, the County hereby releases and forever discharges NRG and CREDIT BUREAU SYSTEMS, INC. ("CBS"), and their respective officers, directors, shareholders, parent and affiliated entities, managers, employees, partners, agents, attorneys, representatives, assigns, insurers, and sureties of and from any and all claims, actions, demands, lawsuits, administrative proceedings, sums of money, contracts, torts, judgments, fees, interest, costs of litigation, and all other claims of any type, whether at law, in equity, or otherwise, that the County ever had, now has or may have arising out of or resulting, or alleged to have arisen, relate to, or resulted in whole or in part from the Contract; provided, however, the releases contained in this paragraph do not release or otherwise affect the Parties' obligations under this Agreement. Further, the Parties expressly state that CBS is to be an intended third-party beneficiary of this Release.

4. **Entire Agreement.** This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties with respect to the subject matter

hereof and cannot be amended, supplemented, or changed in any respect, except by a written instrument signed by all of the Parties hereto. This Agreement supersedes all prior negotiations, understandings, agreements or representations, written or verbal, by or between the Parties with respect to the subject matter hereof. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein.

5. **Severability.** If any portion of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision contained in this Agreement, and instead, this Agreement shall be construed as if such invalid or unenforceable provision had never been contained therein.

6. **Authority to Enter Into this Agreement.** The Parties represent and warrant each to the other that

- a. Each Party has the right and authority to execute and deliver this Agreement;
- b. Each Party is not operating under any impairment which would affect its ability to understand the terms and effect of this Agreement;
- c. The Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement; and
- d. The person executing this Agreement on behalf of the Party has full authority to do so and this Agreement, once executed and delivered, shall be binding on the Party represented.

7. **Enforceability.** Each Party shall have the right to specifically enforce the Agreement, except for provisions which subsequently may be held invalid or unenforceable.

8. **Advice of Counsel.** The Parties acknowledge that they have had the advice of their respective counsel in reviewing this Agreement and further acknowledge that they enter into this Agreement of their own free and voluntary act and are under no duress or undue influence, with a full understanding of and in agreement with all terms contained herein.

9. **Binding Effect.** All of the terms of this Agreement are contractual, including those terms contained in the Recitals section of this Agreement. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective predecessors, subsidiaries, parents, officers, directors, managers, employees, partners, shareholders, agents, attorneys, representatives, and assigns of the same.

10. **Headings.** The paragraph headings contained in this Agreement are for convenience only and shall not be used to construe the meaning or interpretation of any provision of this Agreement.

11. **Drafting.** The Parties agree that this Agreement shall be construed without

regard to the drafter of the same and shall be construed as though each Party to this Agreement participated equally in the preparation and drafting of this Agreement.

12. **Attorneys' Fees.** In the event that any Party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to recover costs and reasonable attorneys' fees. Otherwise, as pertains to the prosecution and defense of claims raised in the Lawsuits, the Parties agree that each Party shall be solely responsible for their own legal fees and that no Party shall assert a claim against the other for payment of attorneys' fees or costs incurred (including the preparation and negotiation of this Agreement), such claim being expressly waived and released herein.

13. **Execution of Counterparts.** This Agreement may be executed in one or more duplicate originals or counterparts delivered by facsimile or otherwise, each of such duplicate or counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument.

14. **Applicable Law.** This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of Georgia without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have entered into this Settlement and Release Agreement as of the Effective Date.

ATTEST:

DAWSON COUNTY, GEORGIA

Danielle Yarbrough
Clerk, Dawson County

By: _____
Name: _____
Its: _____

NATIONAL REIMBURSEMENT GROUP, INC.

Notary Public

My commission expires: _____

By: _____
Name: _____
Its: _____

**INTERGOVERNMENTAL AGREEMENT RECREATIONAL ACTIVITIES-
NATURE TRAILS**

This agreement made and entered into this ___ day of _____, 2015 by and between Dawson County, Georgia acting by and through the Board of Commissioners of Dawson County (hereinafter referenced as “County”) and the Dawson County Board of Education (hereinafter referenced as “Board”).

WITNESSETH

WHEREAS, the parties previously entered into an intergovernmental agreement for recreational activities on October 10, 2005 that renewed annually beginning in 2014; and

WHEREAS, the County and the Board seek to specify the terms of the parties’ agreement regarding nature trails.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits flowing to the County and the Board from the mutual promises contained herein and contained in the intergovernmental agreement for recreational activities, the parties agree as follows:

I.

MAINTENANCE OF TRAILS

Paragraph VI. B. of the intergovernmental agreement referenced herein sets forth that maintenance of facilities subject to the agreement shall be the responsibility of the owner.

The parties hereto acknowledge and agree that as to nature trails only, the County shall maintain nature trails jointly used by the County and the Board whether such nature trails are located upon property owned by the Board or property owned by the County.

II.

NOTICE

Paragraph VIII. C. provides for notice to the County. Any notice to the County shall be delivered as follows:

Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534

III.

LIMITATION OF AMENDMENT

Except as specifically amended herein, the balance of the intergovernmental agreement-recreational activities between the parties dated October 10, 2005 remains unchanged.

This ____ day of _____, 2015.

**DAWSON COUNTY BOARD OF
COMMISSIONERS:**

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

**DAWSON COUNTY BOARD OF
EDUCATION:**

ATTEST:
