



CITY OF IDAHO FALLS

City Clerk's Office

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the City Council of the City of Idaho Falls will hold a Special Meeting (Council Work Session) on the **5th day of May, 2014, at 3:00 p.m.**, in the City Council Chambers located in the City Annex Building at 680 Park Avenue, Idaho Falls, Idaho. The purpose of this meeting is to discuss the following items:

- Mayor and City Council: Mayor and City Council Reports; and, Regular Session Agenda Review.
- Airport: Airport Marketing and Public Relations Presentation with Sixel Consulting.
- Police: Discussion of Special Assistant U. S. Attorney (SAUSA) Opportunity.
- Planning and Building: Community Development Block Grant.
- Public Works: Pancheri Drive Widening Project Update, including:
- State/Local Construction Agreement with the Idaho Transportation Department (ITD); and,
 - (Draft) Federal Program Funding Agreement with the Targhee Regional Public Transportation Authority (TRPTA).
- Discussion Regarding Financial Participation in Broadway Bridge Rail Upgrade.

Such meeting may be cancelled or recessed to a later time or place upon resolution by the City Council at such meeting.

The public is invited to attend.

DATED this 2nd day of May, 2014.

Rosemarie Anderson
City Clerk

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

Statewide SAUSA Proposal Eastern Idaho Meeting

April 22st from 1 – 4 pm
Pocatello, City Hall
911 N. 7th Ave., Pocatello, Idaho
[Location Map](#)

MEETING AGENDA

Welcome and Introductions

Tammy deWeerd
Mayor, City of Meridian

SAUSA Statewide SAUSA Proposal Introduction

Bill Larsen
Treasure Valley Partnership

U.S. Attorney Office Overview What is a SAUSA and How Does it Work Potential Priorities for Eastern Idaho SAUSA

Wendy Olson
U.S. Attorney for Idaho

Rafael Gonzalez
First Assistant U.S. Attorney

Break

Success of the Treasure Valley SAUSA Perspective of Elected Officials

Tammy deWeerd
Mayor, City of Meridian

Brad Holton
Mayor, City of Greenleaf

Garret Nancolas
Mayor, City of Caldwell

Eastern Idaho SAUSA Coalition

Discussion

Memorandum's of Understanding

Bill Larsen
Treasure Valley Partnership

General Discussion

Steps for Moving Forward

SAUSA Project

Proposal for Statewide Implementation

January, 2014

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Statewide SAUSA Proposal

This is a proposal to develop a Special Assistant United States Attorney (SAUSA) presence in northern and eastern Idaho to complement the current SAUSA Project in the Treasure Valley. Like the Treasure Valley SAUSA, the proposed SAUSA's will work closely with local and federal law enforcement partners to prosecute offenders in federal court, rather than state court, thereby sending those convicted to federal prison, instead of an Idaho Correctional facility. The SAUSA's would be available to prosecute a wide range of federal crimes:

- Internet based Crimes Against Children
- Gun and Gang Violence
- Drug Trafficking
- Fraud and other White Collar Crime
- Terrorism
- Identity Theft
- Immigration Offenses

Since 2007, a SAUSA Program has operated out of the United States Attorney's Office in Boise with great success. The project, developed by the Treasure Valley Partnership, employs the use of a SAUSA and focuses on the prosecution of gang, gun and drug trafficking offenses in the Treasure Valley. Typically, the federal sentences are lengthy and the offenders serve their sentences in federal penal institutions, thereby disrupting and dismantling the command and control structure of local gangs.

SAUSA Locations

The U.S. Attorney's Office for the District of Idaho has offices in Boise, Coeur d'Alene and Pocatello. A statewide implementation of the SAUSA Project could easily be facilitated through the U.S. Attorney's branch offices in Coeur d'Alene and Pocatello.

To date, the Kootenai County Prosecutor, the Bonneville County Prosecutor and the Bannock County Prosecutor have been favorably engaged in discussions to expand the SAUSA Project through their offices. They have indicated a preliminary need to prosecute gang, gun and drug crimes as well as crimes against children.

In addition, the United States Attorney, Wendy J. Olson, fully supports the project and the proposed expansion and is ready to support a co-located deputy prosecuting attorney/SAUSA in each of their branch offices.

Coalition of City/County Mayor's/Commissioners

The Treasure Valley Partnership is an active group of Mayors and County Commissioners from Ada, Canyon and Owyhee counties who are dedicated to regional coordination, cooperation and collaboration for the benefit of the Treasure Valley. Under the current model, each city and county in the Treasure Valley Partnership contributes an amount based on population to fulfill the financial obligations toward the SAUSA Project.

It is the aim of this proposal to elicit and gain support from the Governor's Office, the Idaho Legislature, and Cities and Counties in and around the U.S. Attorney's offices in Coeur d'Alene and Pocatello. These local coalitions would:

- Enter into an agreement to fund the local coalition obligation.
- Participate in the hiring process.
- Participate in setting the prosecutorial priorities for the SAUSA.

Expected Results

The U.S. Attorney’s Office estimates the number of prosecutions from a properly designed SAUSA Project in northern and eastern Idaho would be similar to those produced by the Treasure Valley’s SAUSA. The preliminary estimates indicate that 24 to 30 offenders would be prosecuted annually in each location. The Treasure Valley SAUSA averages 32 defendants filed per year.

Savings To:

State

It costs an estimated 20,382 to keep one inmate in an Idaho Correctional institution for one year. The SAUSA prosecutes criminals under federal – rather than state – law and thus they are incarcerated in federal – rather than the state prison system. Doing so has saved Idaho taxpayers an average of \$1.3 million per year in incarceration costs since 2007. As of today, the SAUSA Project is projected to save Idaho taxpayers over \$18.5 million. The annual projected savings as a result of a Statewide SAUSA is as follows.

Region	Sentences/year	Annual Savings
Northern Idaho	24	\$ 975,000
Eastern Idaho	24	\$ 975,000
Treasure Valley	32	\$ 1,300,000
Total	80	\$3,250,000

County

Counties realize savings as a result of the SAUSA Project as well. Costs of incarceration during the trial and the costs associated with prosecution are foregone once an individual is indicted in Federal court. Prosecution costs are extremely hard to calculate due to the differences in complexity involved with each case. Costs of incarceration for a County can be estimated at \$45.00/day while an individual is on trial and awaiting sentencing.

Over the life of the SAUSA Project, individuals who have been indicted spend an average of 289 days in County jail through trial and sentencing. The county is reimbursed for these incarceration costs through the federal government. If you assume the daily cost for incarceration in a county facility to be \$45.00 per day, the average savings to the county for a single individual indicted under the project is \$13,000.

Statewide SAUSA Funding Proposal

1 Full-Time SAUSA Operating out of Three Regions of the State.

	<u>TV</u>	<u>Northern ID</u>	<u>Eastern ID</u>	
	<u>SAUSA</u>	<u>SAUSA</u>	<u>SAUSA</u>	<u>Total</u>
Local Coalitions	\$25,000	\$25,000	\$25,000	\$ 75,000
State	\$75,000	\$75,000	\$75,000	\$225,000
Total	\$100,000	\$100,000	\$100,000	\$300,000

The U.S. Attorney’s Office provides all overhead expenses including office space, support staff, travel and training related expenses. The estimated annual in-kind match for the TV SAUSA, from the U.S. Attorney’s Office is \$42,720.

Treasure Valley SAUSA Project History

The Treasure Valley Partnership developed the SAUSA Project in cooperation with the Governor's Office, the U.S. Attorney's Office and the Owyhee County Prosecuting Attorney's Office in February, 2007.

The SAUSA Project is tasked with combatting gang related gun and drug crimes in the Treasure Valley. Currently, the Treasure Valley Partnership, the Idaho Department of Corrections, and the U.S. Attorney's Office collaboratively fund a deputy prosecuting attorney position, in Canyon. The attorney is cross-deputized as a Special Assistant United States Attorney, who is housed, trained, and supervised by the United States Attorney and staff, and is solely dedicated to the federal prosecution of gang, gun and drug related offenses.

Major accomplishments and program facts:

- 245 federal indictments with a 94% success rate.
- 211 individuals sentenced in federal court.
- Average individual sentence is 51.7 months.
- Total time sentenced to federal prison is 908.3 years.
- The SAUSA Project reaches beyond the Treasure Valley. It has sent individuals from 13 different Idaho counties to federal prison.
- Of those sentenced, 30% were for Meth. distribution and 60% involved firearms.
- State funding is passed through the Department of Corrections. Currently the Gang SAUSA is funded at a rate of \$100,000 per year. The Treasure Valley Partnership contributes \$65,000 and the State of Idaho contributes \$35,000.
- It was originally estimated the TV SAUSA would have 16 prosecutions per year. The Project has averaged 32 prosecutions per year since 2008.

Supporting Organizations

Association of Idaho Cities
Canyon County Prosecutor's Office
Idaho Association of Counties
Idaho Criminal Justice Commission
Idaho Prosecuting Attorneys Association
Treasure Valley Partnership

Testimonials

Chris Allgood – Chief of Police, City of Caldwell

"Having the SAUSA Project has allowed us to prosecute entire organized gangs rather than one or two members at a time. As a result we have seen the gang crime in Caldwell diminish significantly and the safety and quality of life for our residents continue to improve." – August 2013

Chris Atwood - Special Assistant United States Attorney

"By focusing our prosecution efforts on the worst of the worst, we are able to remove gang members, drug dealers, and dangerous criminals from the community. These offenders are sent out of Idaho to a federal facility. This results in a cost savings to the state of Idaho and a positive impact within the community." – August 2013

Tom Dale – Mayor of Nampa

"The City of Nampa is a much safer community today than because of the SAUSA Project. In 2006 there were over 200 drive-by shootings in Nampa. Last year we had three." - July, 2013

John Evans – Mayor of Garden City

“When comparing the list of SAUSA indictments to police department records in Garden City, 40% of those indicted were frequent flyers in our community and in the last couple of years we have seen double digit decreases in major crimes.” - June, 2009

Bill Larsen – Director, Treasure Valley Partnership

“This Project has been successful beyond what was envisioned. The members of the TVP understand the value of the project and voted to increase member dues to pay for the project during extremely hard economic times.” – August 2013

Christian Nafzger – Former SAUSA Employee

“I am surprised to the extent of how the Twin Falls area gang issues are tied into our issues in the Treasure Valley. In addition, the gangs in Ontario and Nyssa, Oregon as well as those in the Magic Valley and Twin Falls are all interactive. Guns and drugs are moving back and forth among all the gangs in our geographical area.” - June 2009

Garret Nancolas – Mayor of Caldwell

“The benefits of this project are way beyond anything they will ever be able to quantify.” - October, 2010

“Violent gang crime has been dramatically reduced. Just in Caldwell alone the number of drive-by shootings dropped from 73 in 2006 to 2 in 2009.” -December, 2009

Joshua Olmo – Federal Bureau of Investigation, Coeur d’Alene

“I believe the North Idaho Violent Crime Task Force (NIVCTF) in Coeur d’Alene would benefit tremendously from the presence of a SAUSA in our area. The NIVCTF, consists of members of the FBI, Idaho State Police, Kootenai County Sheriff’s Department, Coeur d’Alene Police Department, Post Falls Police Department, and Bonner County Sheriff’s Department.”

Additional Information

Indictments by County

County	Total Indictments	Total Indictments	
ADA	73	JEROME	1
BLAINE	4	MALHEUR, OR	2
BOISE	2	OWYHEE	7
CANYON	127	PAYETTE	5
ELMORE	1	TWIN FALLS	14
GEM	1	UMATILLA, OR	3
GOODING	1	WASHINGTON	2
IDAHO	2	TOTAL	245

Savings to the State of Idaho by Year

TV SAUSA Project Sentences

State FY	Months Sentenced	No. of Years	Savings to State
2007-8	86	7.2	\$146,071
2008-9	384	32.0	\$652,224
2009-10	773	64.4	\$1,312,941
2010-11	953	79.4	\$1,618,671
2011-12	981	81.7	\$1,665,379
2012-13	1,106	92.2	\$1,878,541
2013-14	1,254	98.3	\$2,129,919
2014-15	1,223	85.9	\$2,077,266
2015-16	1,006	69.4	\$1,708,691
2016-31	3,134	224.8	\$5,323,099
Total All	10,900	908.3	\$18,512,801

The savings were calculated on an annual cost per inmate of \$20,382 as reported by the Idaho Department of Corrections, Annual Report of 2007.

Analysis of Drive-by Shootings in Canyon County

Year	Caldwell	Nampa	Total # of Drive-by's
2006	73	211	284
2007	18	195	213
2008	5	124	129
2009	2	76	78
2010	1	19	20
2011	0	7	7
2012	1	3	4

Data prepared by the Canyon County Prosecutor's Office.

Contact:

Bill Larsen
Treasure Valley Partnership
P.O. Box 1124
Meridian, ID 83680
208-761-6395
blarsen@treasurevalleypartners.org

Eastern Idaho SAUSA Program Coalition

Potential Funding Scenario

Jurisdiction	2010 Population	Cost per Person	Program Cost	
			FY 14-15	FY 15-16 +
City of American Falls	4,457	0.107483	\$119.76	\$479.05
City of Aberdeen	1,994	0.107483	\$53.58	\$214.32
Bannock County*	13,114	0.107483	\$352.38	\$1,409.53
Bingham County*	26,882	0.107483	\$722.34	\$2,889.36
City of Blackfoot	11,899	0.107483	\$319.73	\$1,278.94
Bonneville County*	30,271	0.107483	\$813.40	\$3,253.62
City of Burley	10,345	0.107483	\$277.98	\$1,111.91
City of Chubbuck	13,922	0.107483	\$374.09	\$1,496.38
City of Heyburn	3,089	0.107483	\$83.00	\$332.01
City of Idaho Falls	56,813	0.107483	\$1,526.61	\$6,106.43
City of Pocatello	54,255	0.107483	\$1,457.87	\$5,831.49
City of Rupert	5,554	0.107483	\$149.24	\$596.96
Total	232,595		\$6,250.00	\$25,000.00
Eastern Idaho SAUSA Cost	\$25,000			
Cost per person	0.107483			

* County Population is the unincorporated population

Other Jurisdictions	2010 Population
City of Ammon	13,816
Cassia County	11,041
Minidoka County	10,021
City of Rexburg	25,484
City of Rigby	3,945
City of Shelley	4,409
City of St. Anthony	3,542

THE TREASURE VALLEY PARTNERSHIP AGREEMENT – 2004

We, the undersigned members of the Treasure Valley Partnership, hereby reaffirm our commitment to the 1997 Partnership Agreement. Our Partnership is dedicated to regional coordination, cooperation, and collaboration and agrees that:

- We are part of one region, the Treasure Valley
- We recognize the need to adapt and be dynamic in responding to change in our region
- We must maintain and value our individual community identities within this region unless we work together as a region we will lose our unique community identities
- We can maximize the benefits of growth, while protecting our region and communities from costly sprawl
- We already have some tools to address today and future challenges, but must also develop new tools
- We appreciate Boise City's commitment to providing community and cultural opportunities for Treasure Valley residents, and we will work together to expand those opportunities elsewhere in the region
- We will develop collaborations, while strengthening established cooperative activities in such areas as:
 - Transportation
 - Parks, open space and trails
 - Water supply and quality
 - Air quality
 - Public safety
 - Storm water drainage
 - Drug abuse prevention
 - Emergency management and disaster preparedness
 - We will establish a dialogue in our communities to make further regional progress

The Treasure Valley's economic vitality offers us both challenges and opportunities. In particular, the region needs to work together to achieve four major goals.

Goal 1. Create Coherent Regional Growth and Development Patterns.

We will:

- jointly review our individual comprehensive plans, comparing them against realistic growth projections and individual community goals
- coordinate our planning for and investment in waste water treatment infrastructure
- work together to manage storm water runoff
- work together to conserve ground water reserves
- explore options for local finance initiatives and regional revenue sharing
- explore the possibility and impact of establishing growth boundaries

Goal 2. Link Land Use and Transportation. We will:

- document unmet needs for regional transit service
- improve coordination of existing services to meet those needs
- work with major employers to encourage transit use
- create a network of bicycle and pedestrian trails that link the Boise River Greenbelt, other waterways, the foothills, and rail corridors throughout the Treasure Valley
- develop policies to coordinate street and highway design with adjacent land uses
- define future transit and development opportunities along the Short Line corridor, and report on them in conjunction with the October trial of the RegioSprinter
- prepare for additional transportation funding and decision-making authority that should become available to the region after the 2000 Census

Goal 3. Reinforce our Community Identities and Sense of Place. We will:

- work with the Treasure Valley community to define a vision for the region's future
- through this visioning process, establish a 'flagship goal' to serve as the focal point for regional planning and economic development

Goal 4. Protect and Enhance Open Space and Recreational Opportunities. We will:

- coordinate and promote existing activities and facilities
- publicize and build upon existing cooperative efforts
- encourage acquisition and preservation of interconnected and coordinated open space

Goal 5. Educate, reach Out and Build Support for the Partnership Vision. We will:

- share ideas and strategies with other elected officials
- involve the general public and neighborhoods
- engage the business community
- include appropriate agencies and staff

To carry forward the work of the Treasure Valley Partnership, we will

- share this agreement with our fellow Council and commission members
 - meet monthly to review progress and coordinate activities
-

Rick Yzaguirre
Ada County
Commissioner

Tammy deWeerd
Mayor, Meridian

Ted Ellis
Mayor, Garden City

Matt Beebe
Canyon County
Commissioner

Tom Dale
Mayor, Nampa

Dave Bieter
Mayor, Boise

Garret Nancolas
Mayor, Caldwell

Nancy Merrill
Mayor, Eagle

Bob Flowers
Mayor, Parma

Nate Mitchell
Mayor, Star

Frank McKeever
Mayor, Middleton

Dean O Bray
Mayor, Kuna

FY2014 CDBG Project Recommendations for 5-5-14 Council Work Session
Allocation Amount from HUD \$342,373

<i>Applicant/ Category</i>	<i>Amount Requested/ Project Description</i>	<i>Option A</i>	<i>Option B</i>
CLUB, Inc./ Public Service	\$20,000 Crisis Intervention (CIT) Support, crisis housing/ related services	\$15,000	\$17,000
Idaho Falls Legal Aid/Public Service	\$10,000 Legal aid assistance for domestic violence victims	\$9000	\$7000
BMPO/ (SR2S)/Public Service	\$3670 7% match - Transportation grant - Safe Routes to School	\$3670	\$3670
EICAP/ Public Service	\$12,000 Grandparents Raising Grandchildren legal aid assistance	\$7000	\$7000
EDDC/Slrm/Blight	\$60,000 Facade Improvements in Downtown Idaho Falls	\$30,000	\$30,000
City-Planning/Bldg./LMI Activity	\$68,883 Full time Code Enforcement - (3) Census Tract LMI neighborhoods	\$68,883	\$68,883
City- Public Works/ LMI Activity	\$50,000 Curb & Gutter for in LMI neighborhood	\$50,000	\$50,000
City- Public Works/ LMI Activity	\$10,000 Water line replacement for LMI clients	\$10,000	\$10,000
EICAP - Haven Rehab/ LMI Activity	\$5404.35 Replace bathroom windows to the Haven Shelter	\$0	\$0
Senior Center Rehab/ LMI Activity	\$16,500 Pipe replacement (\$5500) Elect. panel (\$4500) Entry (\$6500)	\$0	\$0
LIFE, Inc. Rehab/ LMI Activity	\$50,000 Homeowner rehab - ADA ramps and restrooms	\$20,345.40	20,345.4
Bonneville County/ LMI Area Veteran Commission/Rehab	\$47,000 ADA Rehab to exterior, interior and ADA unisex restroom	\$40,000	\$40,000
Habitat 4 Humanity/ LMI Activity	\$40,000 Acquisition for rehab of home for (1) LMI family	\$20,000	\$20,000
YMCA/ LMI Area Rehab	\$15,500 Roof replacement of YMCA	\$0	\$0
Administration	\$68,474.6 20% of allocation 2014 allocation \$342,373	\$68,474.6	\$68,474.6
Totals	\$477,431.95 Total Requested in Applications	\$342,373	\$342,373

**FY2014 CDBG Project Recommendations for 5-5-14 Council Work Session
Allocation Amount from HUD \$342,373**

FY2014 Allocation \$342,373
Admin 20% max \$68,474.6 (taken off the top)
\$273,898.4 (70% LMI) = *191,728.88

*LMI 70% Min 191,728.88 for direct LMI
\$273,898.4 - \$191,728.88 = **\$82,169.52** for other than LMI Direct projects/activities (PS & S/B)

*** Applicable to Option A and B**

Admin	20% max \$68,474.6	Allocate \$68,474.6
Code Enfc.	is part of 70% LMI (requested \$68,883)	Allocate \$68,883
Public Service	15% max \$51,255.95 (requested \$45,670)	Allocate \$34,670
Slum/Blight	30% max \$102,711.9 (requested \$50,000)	<u>Allocate \$30,000</u>
		\$202,027.6

\$342,373 - \$202,027.6 = **\$140,345.4** for new (LMI) projects to meet 70% min:

		Explanation
PW	Allocate \$50,000 (requested \$50,000)	Combines our efforts
PW	Allocate \$10,000 (requested \$10,000)	Combines our efforts
LIFE	Allocate \$20,345.40 (requested \$50,000)	Allows for at least 3 manageable projects
H4H	Allocate \$20,000 (requested \$40,000)	Funding not used up for 2013
VFW	<u>Allocate \$40,000 (requested \$47,000)</u>	CDBG 2012 used in design and is also a good candidate for donations/ contributions
	\$141,345.40	

*Regarding Options A and B - The total amount of \$34,670 is being recommended for Public Service projects in both options. Refer to the table for specific amounts recommended in the Public Service category for Option A and Option B.

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A011(686)
PANCHERI DR, BELLIN RD TO SKYLINE DR, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 11686**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of reconstructing Pancheri Dr: Bellin Rd to Skyline Dr, which has been designated as Project No. A011(686). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Checks for funds owed by the Sponsor shall be made payable to the "Idaho Transportation Department", and mailed to the District Six Office at PO Box 97, Rigby, ID 83442.

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated March 19, 2010.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached hereto marked Exhibit A.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
8. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.
9. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit B to this Agreement.

10. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs as approved on Exhibit A, review and credit the federal participating amount towards the sponsors match.
11. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
12. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
13. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

The final cost accounting will determine if overpayments must be recovered from the Sponsor, or if final reimbursements are due to the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

14. Perform a final inspection of the project upon completion of construction.
15. Upon satisfactory inspection and project closeout, execute a Certification and Acceptance of Project, and provide a copy to the Sponsor.
16. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims

or liabilities caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **NINE HUNDRED TWELVE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$912,811.00)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 15% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal

regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit B to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 11 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 13 indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

10. Indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:11686 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **CITY OF IDAHO FALLS** hereafter called the **CITY**, for construction of Pancheri Dr, Bellin Rd to Skyline Dr; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The State can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A011(686) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

EXHIBIT B

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.

5. Document any project delay or potential delay caused by conflicts or utilities.
6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.

2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. Material Testing

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.

3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.
4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.
6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.

**TARGHEE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
FEDERAL PROGRAM FUNDING AGREEMENT
COVER SHEET**

SUBRECIPIENT: City of Idaho Falls

SUBRECIPIENT GRANT NUMBER:

This Funding Agreement is entered into by Targhee Regional Public Transportation Authority (TRPTA), hereinafter referred to as the **AUTHORITY**, and City of Idaho Falls, hereinafter referred to as the **SUBRECIPIENT**. This Funding Agreement is anticipated to be effective as of May 9, 2014, and expire on December 31, 2016.

WITNESSETH

1. The **AUTHORITY** enters into this Funding Agreement pursuant to authority granted to it in Title 40, Chapter 21, Idaho Code. The **SUBRECIPIENT** agrees to undertake performance of this Funding Agreement under the terms and conditions set forth herein.

2. The **SUBRECIPIENT** agrees to provide, and the **AUTHORITY** agrees to accept, the services detailed in the Scope of Work attached hereto as Attachment A and made a part hereof, and generally described as part of the FY 2014, 49 U.S.C. Section 5307 Program, Idaho Transportation Improvement Program (ITIP) Key # 11686 as authorized by the Federal Transit Administration (FTA);

Capital: Construct Multimodal facilities in City of Idaho Falls near and adjacent to public transportation facilities.

3. This Funding Agreement contains the following:

Agreement:

Funding Agreement Cover Sheet

Standard Funding Agreement

Cost/Billing Procedure

Attachments

Attachments:

Attachment A - Scope of Work

Attachment B - Budget

Attachment C - Certifications and Assurances

Attachment D - Civil Rights

Attachment E - Disclosure of Lobbying Activities

Attachment F - Federal Funding Accountability and Transparency Act

Appendix A-1 - Federal Clauses

TOTAL AMOUNT: Not to exceed approval limits of \$850,000. Projected estimate based on Design Engineer's estimate is \$835,672.

Standard Funding Agreement

1. **GENERAL.** The Subrecipient shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof (collectively, "Government"), which relate to or in any manner affect the performance of this Standard Funding Agreement ("Funding Agreement"), including, without limitation, the current Federal Transit Administration Master Agreement and Circular 4220.1F, as may be amended, which are incorporated herein by this reference thereto, and which shall govern this Funding Agreement, except as otherwise specifically provided herein. Those requirements imposed upon TRPTA as "grantee" or "recipient" are hereby imposed upon the Subrecipient, and those rights reserved by DOT, FTA or Government are hereby reserved by TRPTA. Alteration of the terms of this Funding Agreement may only be made by a joint memorandum directing the change and signed by both the AUTHORITY and the SUBRECIPIENT.
2. **PERFORMANCE.** The failure of the AUTHORITY to require strict performance of any term or condition of this Funding Agreement, or to exercise any option herein, in any instance, shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the AUTHORITY.
3. **FISCAL RECORDS.** The SUBRECIPIENT agrees to maintain, according to generally accepted accounting procedures, all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Funding Agreement. These records shall be available for and subject to inspection, review or audit and copying by the AUTHORITY and other personnel duly authorized by the AUTHORITY or by federal inspectors or auditors at all reasonable times, at either the SUBRECIPIENT's principal place of business or upon premises designated by the AUTHORITY. Failure to follow acceptable accounting procedures may result in termination of this Funding Agreement and reimbursement of funds to the AUTHORITY.
4. **MAINTENANCE OF RECORDS.** The SUBRECIPIENT shall maintain all records and documents relevant to this Funding Agreement for three (3) years after notice of grant closeout. The AUTHORITY, and any persons duly authorized by the AUTHORITY, shall have full access to and the rights to inspect, review, and audit any record or document during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. **MONITORING.** The SUBRECIPIENT shall be monitored on a frequency to be determined by the AUTHORITY and the project or program shall be periodically reviewed. The results of this project or program review may be used with other information to evaluate the SUBRECIPIENT's provision of services funded by this Funding Agreement.
6. **INDEMNIFICATION BY THE SUBRECIPIENT.** The SUBRECIPIENT shall indemnify, defend, protect and hold harmless the State of Idaho, and the AUTHORITY, its officers, agents and employees, for, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the SUBRECIPIENT caused by or arising out of the SUBRECIPIENT's performance, act, or omission of any term of this Funding Agreement. If the liability of the AUTHORITY is limited by the Idaho Tort Claims Act (Idaho Code §§ 6-901 *et seq.*), nothing in this provision shall extend the SUBRECIPIENT's indemnification of the AUTHORITY beyond the liability of the AUTHORITY provided by said Act. Further, nothing in this Funding Agreement is intended, nor may it be construed to increase the limits of liability of the AUTHORITY as capped by said Act, if applicable, or to otherwise lessen the protections afforded the AUTHORITY under said Act.

7. **INDEPENDENT CONTRACTOR STATUS.** As an independent contractor, the SUBRECIPIENT is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The AUTHORITY shall not be responsible for any employee-related benefits and tax items, and the SUBRECIPIENT shall indemnify, defend, protect and hold harmless the State of Idaho and the AUTHORITY, its officers, agents and employees, for, from and against any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the SUBRECIPIENT's failure to provide or pay such items.
8. **CONFIDENTIALITY.** It is expressly acknowledged and agreed that the SUBRECIPIENT shall observe all applicable confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The AUTHORITY will furnish the SUBRECIPIENT with applicable statutes, rules and regulations upon receipt of written request for them. Further, the SUBRECIPIENT acknowledges that pursuant to Idaho Code, information or documents received from the SUBRECIPIENT may be open to public inspection and copying unless exempt.
9. **NONDISCRIMINATION.** The SUBRECIPIENT hereby agrees to provide all services funded through or affected by this Funding Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
10. **LOBBYING.**
 - a. **Influence.** The SUBRECIPIENT certifies that none of the funds provided by this Funding Agreement have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, funding agreement, loan or cooperative agreement.
 - b. **Standard Form LLL.** If any funds, other than funds provided by this Funding Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Funding Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and a copy of Standard Form LLL to the AUTHORITY. (See Attachment E – Disclosure of Lobbying Activities) Standard Form LLL is also available at this website:

<http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>
 - c. **False Statement.** The SUBRECIPIENT understands that a false statement regarding the lobbying certification may be grounds for rejection or termination of this Funding Agreement, and that the SUBRECIPIENT's signature upon this Funding Agreement is a material representation of fact upon which reliance was placed when this Funding Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
11. **AUDIT.** The SUBRECIPIENT must comply with the terms of all federal and state audit requirements. Without limitation on the foregoing, the SUBRECIPIENT shall provide external independent auditing services to include the conduct of an annual organization-wide audit in accordance with Generally Accepted Auditing Standards (GAGAS) for financial and compliance audits in accordance with the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", and any revision or

supplement thereto. The audit and review requirements of the foregoing are subject to change, and it is the responsibility of the SUBRECIPIENT to be current with respect to same. The SUBRECIPIENT shall annually submit to the AUTHORITY one (1) copy of its audit completed in accordance with the above-described single audit requirements within thirty (30) days after completion of the audit, but not later than one (1) year after the end of the audit period.

12. **TERMINATION FOR CONVENIENCE.** Either the AUTHORITY or the SUBRECIPIENT may terminate this Funding Agreement at any time without cause upon at least thirty (30) calendar days' prior written notice to the other party specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except for accrued liabilities (defined as those obligations or liabilities, actual or contingent, arising prior to the date of such termination) which shall be honored. Upon termination the AUTHORITY and the SUBRECIPIENT shall determine the amount of compensation, if any, to be paid by the SUBRECIPIENT to the AUTHORITY in order to avoid any liability that the AUTHORITY may have to FTA or others. All disposition of equipment due to project or program termination shall be in accordance with instruction from the AUTHORITY.
13. **FUNDING.** This Funding Agreement shall in no way or manner be construed so as to bind or obligate the AUTHORITY, the federal government or the State of Idaho, it being acknowledged and agreed that all funding provided to the SUBRECIPIENT under this Funding Agreement is subject to (i) the availability of appropriated funds, and (ii) the SUBRECIPIENT'S continued performance under the terms and conditions of this Funding Agreement. Without limitation on the foregoing, all funding is contingent upon the availability of funds and continued authorization of project or program activities. Further, changes in legislation may require modification to this Funding Agreement in project, program and/or funding and any such changes may be incorporated into this Funding Agreement. It is understood that the AUTHORITY has the right to terminate or otherwise modify this Funding Agreement if either funding or its authorization is terminated.
14. **THIRD PARTY CONTRACTING.** If a federal or state audit indicates that payments to the a third party contractor fail to comply with applicable federal or state laws, rules or regulations, the SUBRECIPIENT shall refund and pay to the AUTHORITY any compensation paid to the contractor arising from such noncompliance, plus costs, including audit costs.
15. **TRIBES.** If the SUBRECIPIENT is a Tribe, the Tribes' third party contractor and the AUTHORITY recognize that services performed pursuant to this Funding Agreement by said contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Funding Agreement should be construed as a waiver of sovereign immunity.
16. **LIABILITY INSURANCE.** The SUBRECIPIENT shall have a liability insurance policy in effect at all times during the term of this Funding Agreement. The policy shall cover all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.
 - a. The policy shall provide not less than \$500,000 in policy limits per incident and shall name the AUTHORITY as an additional named insured for the public liability portion of the policy.
 - b. The policy shall name the AUTHORITY as "loss payee" of the property damage portion of the policy.
17. **COMMON RULE.** The SUBRECIPIENT will follow the "Common Rule" FTA C 5010:

http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf

18. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR. The SUBRECIPIENT's operation will comply with the applicable Office of Management and Budget Circulars:

2 CFR230 (OMB Circular A-122) Cost Principles for Non-Profit Organizations

2 CFR225 (OMB Circular A-87) Cost Principle for State Local and Indian Tribal Governments

19. FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA). SUBRECIPIENTS who cross state lines shall abide by the FMCSA insurance requirements and is required to have security for the required minimum limits as follows:

- a. Any vehicle designed or used to transport more than 8 passengers (including the driver): \$1,500,000
- b. Any vehicle with a seating capacity of 16 passengers or more: \$5,000,000

<http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=387.303>

20. PROCUREMENT REQUIREMENTS. The SUBRECIPIENT will follow the following procurement guidelines.

- a. Micro Purchase: **\$1-\$3000 - Follow FTA procurement rules**. The SUBRECIPIENT may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. The SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000.
- b. Small Purchase: **\$3,001-\$9,999 - Follow FTA procurement rules**. The SUBRECIPIENT may acquire property and services valued at \$3,001-\$9,999 by obtaining 3 or more price or rate quotations. The SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.
- c. Small Purchase: **\$10,001-\$99,999 - Follow state procurement rules**. The SUBRECIPIENT may acquire property and services valued at \$10,000-\$99,999 by following the State Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.
- d. Large Purchase: **\$100,000 and up Follow state procurement rules**. The SUBRECIPIENT may acquire property and services valued at \$100,000 or more by following the State Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required.

Purchase threshold amounts are cumulative and include option years. SUBRECIPIENTS may not divide or reduce purchases to fall within a preferred purchase threshold. Where state procurement rules are to be followed there are also mandatory federal clauses that must be included in bids and resulting contracts. Refer to the following documents for compliance on purchase procedures:

Idaho Administrative Code, Rules of the Division of Purchasing (IDAPA 38.05.01.)

<http://adminrules.idaho.gov/rules/current/38/0501.pdf>

Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: <http://www.itd.idaho.gov/civil/dbefirms.htm>

FTA Best Practices Procurement Manual: http://www.fta.dot.gov/grants/13054_6037.html

FTA Mandatory Contract Clauses: http://www.fta.dot.gov/printer_friendly/12831_6191.html#fedreq

FTA's third party procurement (C4220.1F) resource: <http://www.fta.dot.gov/about/13057.html>

The foregoing guidelines are subject to change, and it is the responsibility of the SUBRECIPIENT to be current with respect to same.

21. TRAVEL REQUIREMENTS. The SUBRECIPIENT must follow all applicable federal travel guidelines for reimbursement for travel, if any, and must also follow all applicable State of Idaho travel guidelines for reimbursement for travel. Refer to <http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm> or your agency's travel rules, whichever are more restrictive.
22. FTA CERTIFICATIONS AND ASSURANCES, CIVIL RIGHTS AND FFATA. The SUBRECIPIENT certifies and assures that it will comply with the applicable portions of Attachment C (FTA Certifications and Assurances), Attachment D (FTA Civil Rights), and Attachment E (Federal Funding Accountability and Transparency). It shall be the responsibility of the SUBRECIPIENT to be current with respect to all of the foregoing.
23. ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) FOR CONSTRUCTION ACTIVITIES. For all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000, the SUBRECIPIENT shall include in such contracts and subcontracts the equal opportunity clause found at 41 CFR 60-1.4(a), which specifies the obligations imposed under Executive Order 11246, and covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b). In addition, covered construction contracts and subcontracts must incorporate the equal opportunity clauses found at 41 CFR Parts 60-250.5; 60-300.5 and 60-741.5, which contain the obligations imposed under VEVRAA and Section 503.

The text of these equal opportunity clauses may be expressly included in each contract or subcontract, or incorporated by reference. However, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, Federal and federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications," which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement.

24. REMEDIES UPON FAILURE TO FOLLOW CONTRACT REQUIREMENTS. In addition to any other remedies available by law or equity to the AUTHORITY, the SUBRECIPIENT understands and agrees that should it fail to follow requirements set forth in this Funding Agreement, including all Attachments hereto, the AUTHORITY, following written notice of termination as provided in Paragraph 12 above and written demand, shall have the right to levy upon, seize and dispose of any property purchased with funds provided to the SUBRECIPIENT through this Funding Agreement, regardless of the location of such property. The SUBRECIPIENT understands and agrees that should it refuse to allow the AUTHORITY to seize such property, that the SUBRECIPIENT agrees to the entry of a judgment against the SUBRECIPIENT for the amount of funds paid to it to purchase said property, along with attorney fees, litigation costs and interest at the legally specified rate.
25. ENTIRE AGREEMENT. This Funding Agreement, together with the Attachments, and documents incorporated herein by reference, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein.
26. COUNTERPARTS; FACSIMILE. This Funding Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Funding Agreement by facsimile, telecopy, telex, e-mail or

other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Funding Agreement on the date of such communication by the party so delivering such a copy. The party so delivering such a copy via electronic communication shall deliver an executed original of this Funding Agreement to the other party upon request; provided, however, that a party's failure to so deliver an original counterpart shall not affect the enforceability, validity, or binding effect of this Funding Agreement.

27. ADDITIONAL FEDERAL CLAUSES. Certain federally-funded clauses are included in the foregoing sections of this Funding Agreement and those clauses together with other applicable federally-funded clauses that apply to this Funding Agreement are set forth in Appendix A-1, attached hereto and incorporated herein by this reference. Appendix A-1 is not meant to be an exhaustive list of federal clauses that apply, and it shall be the responsibility of the SUBRECIPIENT to be current with respect to all federally-funded clauses that apply to this Funding Agreement.

IN WITNESS WHEREOF, the parties have executed this Funding Agreement, effective as of the date of signature of the last party to execute this Funding Agreement, as set forth below.

SUBRECIPIENT:

AUTHORITY:

Name of Organization

Amandy Ely

Name of Signature Authority (printed)

Amanda Ely
General & Operations Manager

Title: _____

Attest:

Signature

Signature

Date

Date

Mailing Address: _____

Mailing Address: 1810 W. Broadway #7
Idaho Falls, ID 83402

Telephone No.: _____

Telephone No.: 208-535-0356; ext. 110

Cost/Billing Procedure

Targhee Regional Public Transportation Authority (TRPTA) (**AUTHORITY**) agrees to reimburse the **SUBRECIPIENT** for eligible expenses reported on the Budget and Invoice form:

1. The request for reimbursement (Invoice) and required reports must be submitted by email.
2. The **SUBRECIPIENT** must submit an invoice requesting reimbursement to the **AUTHORITY** for project expenses.
3. The **SUBRECIPIENT** must submit the invoice within thirty (30) calendar days following the close of the month

For Month Ending:	Invoices must be received no later than:
April 30	May 29
May 31	June 30
June 30	July 29
July 31	August 29
August 31	September 30
September 30	October 29
October 31	November 30
November 30	December 29
December 31	January 29
January 31	February 31
February 29	March 29
March 31	April 30

4. Reimbursement requests must be submitted by the **SUBRECIPIENT'S** authorized official, and in accordance with the **SUBRECIPIENT'S** internal processes and procedures.
5. The request must include supporting documentation itemized by budget category for all expenditures incurred during the month for which reimbursements are requested. Documentation includes but is not limited to, purchase orders, invoices, receipts and canceled checks or other proof of payment.
6. Incomplete or inaccurate requests for reimbursement will not be accepted by the **AUTHORITY** and will be returned to the **SUBRECIPIENT**. However, the **AUTHORITY** has the discretion to withhold partial payment for individual line items that are not acceptable and reimburse the **SUBRECIPIENT** for approved amounts on the same request.
7. Anticipated reimbursement request schedule to include the following: 50% at the distribution of funds for ITD to advertise the project (based on the Design Engineers Plan, Specification and Estimate Package submitted in March of 2014, Attachment B), after advertisement and bidding the contact costs will be evaluated and assessed, up to a cumulative of 80% (minus the previously invoiced amount) of the known costs for the items associated with this agreement. The remainder of the funds will be billed after the Construction contractor provides for the construction and the work is accepted (actual costs minus the previously invoiced amounts).

8. The **SUBRECIPIENT** is expected to have adequate internal processes to track its budget balances.
9. The **AUTHORITY** will review the request for accuracy and completeness and if approved route for payment.
10. The **AUTHORITY** shall reimburse the **SUBRECIPIENT** for approved requests within 45 days of receipt of the request.
11. The **AUTHORITY** will electronically transfer approved reimbursement funds to the **SUBRECIPIENT's** account as budget balances allow. In no event will the **SUBRECIPIENT** receive reimbursement for costs that exceed the amount approved in a budget category.
12. Budget revisions must be submitted to the **AUTHORITY** and approved in writing. The **SUBRECIPIENT** shall coordinate and submit approval for contract change orders affecting items associated with this agreement prior to issuance of change orders to the Third Party (Construction) Contractor.

ATTACHMENT A

Scope of Work

I. General Requirements

1. The SUBRECIPIENT shall comply with the rules, regulations and policies as outlined by the United States Authority of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", in 49 U.S.C., Section 5307 of the Federal Transportation Act.
2. Changes and Modifications:
 - a. The SUBRECIPIENT may request changes in the general scope of the Funding Agreement to which this Attachment A is attached (hereinafter, the "**Agreement**"), but such changes shall be limited to changes that would expedite achievement of the objectives.
 - b. If any change in this Scope of Work causes an increase or decrease in the cost or time required of the SUBRECIPIENT for the performance of any part of the work or services under the Agreement, an equitable adjustment, to the mutual satisfaction of both parties, shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment of cost by the SUBRECIPIENT must be made in writing, stating the justification for such claim. The adjustments proposed must be made on the Budget format used for the Agreement.
 - c. The approved Budget included in the Agreement (see Attachment B) or the most recent modification signed by the SUBRECIPIENT and the AUTHORITY shall be the official Budget.
3. The SUBRECIPIENT agrees to attempt to resolve any dispute arising under or related to the Agreement by administrative processes and negotiation in lieu of litigation. The SUBRECIPIENT shall continue to perform the services to be performed outlined in this Scope of Services during any such dispute.
4. The AUTHORITY has certain FTA requirements for reporting, monitoring and inspections. The SUBRECIPIENT understands and agrees that failure to cooperate with the AUTHORITY's requests for reporting, monitoring or inspections could jeopardize funding and require reimbursement of funds from the SUBRECIPIENT.

II. Services to be Performed

The SUBRECIPIENT project applications are incorporated into this Agreement by reference. The SUBRECIPIENT shall perform all services as described in the SUBRECIPIENT's project applications for each of the projects outlined below:

Capital Multimodal Enhancements near Transit Stops:

1. Bicycle and pedestrian network improvements on Pancheri Rd. from Bellin Rd East to Skyline Rd. in Idaho Falls (Key #11686)

III. Certifications and Assurance

The SUBRECIPIENT shall sign the Standard Assurances listed in Attachment C to the Agreement.

IV. Performance Management

The SUBRECIPIENT understands and agrees that an effective Performance Management System is imperative to meet system goals, effect change, and improve the quality and capacity of public transportation services; and that an appropriately constructed Performance Management system will generate transparency, reflect the intent of the program, and will clarify accountability.

ATTACHMENT B

Attachment B

Budget

Bicycle and pedestrian network improvements from on Pancheri Rd. from Bellin Rd East to Skyline Rd. in Idaho Falls (Key #11686)

Federal \$752,104.48

Local \$83,567.17

Total \$835,671.65

Estimated Breakdown

Item	Quantity	Unit	Unit Cost	Est Cost	
205-005A	Excavation for Shared Use Path	3,500	CY	\$9.50	\$33,250.00
610-035A	Pedestrian/Cydlng Fence	540	ft.	\$25.00	\$13,500.00
614-005A	Urban Approaches (ADA Pedestrian)	35	each	\$1,700.00	\$59,500.00
614-010A	Conc for Urban Approaches	46	CY	\$210.00	\$9,660.00
S501-15A	Retaining Wall Mod Block (for separated path)	2,860	SF	\$30.00	\$85,800.00
656-005B	Traffic Signal Installation (Pedestrian Activated Crossing at Canal)	1	LS	\$75,000.00	\$75,000.00
656-005C	Traffic Signal Installation (Pedestrian Activated Crossing at Grizzly)*	1	LS	\$80,000.00	\$80,000.00
656-005D	Traffic Signal Installation (Pedestrian Activated Crossing at Westhill)	1	LS	\$85,000.00	\$85,000.00
S637-10A	Aggregate Base for Shared Use Path	3,600	ton	\$22.00	\$79,200.00
S637-15A	Plantmix for Shared Use Path	1,450	ton	\$86.00	\$124,700.00
	Traffic Control Items for Pathway Construction	1	LS	\$5,000.00	\$5,000.00
	Environmental Compliance (Pathway Construction)	1	LS	\$10,000.00	\$10,000.00
					\$660,610.00
Z629-005A	Mobilization (10% of Pedestrian related Items)				\$66,061.00
	Construction Cost of Pedestrian related Items				\$726,671.00
	Construction Contingencies (5% of Pedestrian related Items)				\$36,333.55
	Construction Administration Costs @ 10% of Pedestrian related Items				\$72,667.10
	Total Construction Costs for Pedestrian related Items:				\$835,671.65

ATTACHMENT C

Certifications and Assurances

PREFACE

Except as the Federal Transit Administration (FTA or we) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an authorized representative (you) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. You must select all Certifications and Assurances required to support the applications for FTA funding during Federal fiscal year (FY) 2013.

The project sponsor should read each Certification and Assurance and select those that will apply to all Projects for which project sponsor is using FTA funding. Only if you select adequate Certifications and Assurances on your Applicant's behalf, as required by Federal law or regulation, may FTA award Federal funding for your Applicant's Project.

The Certifications and Assurances are consolidated into twenty-four (24) Groups. All groups can be found at http://www.fta.dot.gov/grants/12825_93.html. The Project Sponsor is responsible for reviewing and keeping up to date on the Certifications and Assurances during the life-cycle of the federal project being funded.

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

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012.*
- *The FTA "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 the FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012 (FTA FY 2013 Apportionments Notice), and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year.*

**FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT
ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24, Yes
OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Private Sector Protections.	
04.	Procurement and Procurement System.	
05.	Rolling Stock Reviews and Bus Testing.	
06.	Demand Responsive Service.	
07.	Intelligent Transportation Systems.	
08.	Interest and Finance Costs and Leasing Costs.	
09.	Transit Asset Management and Agency Safety Plans.	
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus/Bus Facilities Programs.	_____
15.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations and "Tribal Transit Programs.	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 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: _____

Name and Relationship of Authorized Representative: _____

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 2013, 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 2013.

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

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

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications 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 _____
Attorney for Applicant

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

Attachment D

Civil Rights Requirements Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the SUBRECIPIENT has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with TRPTA's Title VI Coordinator - External Programs.

Assurances

49 CFR Part 21.7

The SUBRECIPIENT hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the SUBRECIPIENT regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added sex to the list of prohibitive factors. Disability was added through Section 504 of the Rehabilitation Act of 1973. Age was subsequently added in 1975 under the Age Discrimination Act. Minority populations and low-income populations were added by Presidential Executive Order 12898. Limited English proficient persons was added by Presidential Executive Order 13166. Activities and programs which the SUBRECIPIENT hereby agrees to carry out in compliance with Title VI and these related statutes include, but are not limited to:
 - List all major transportation programs and activities of the SUBRECIPIENT and Title VI responsibilities for each one of them.
2. That it will promptly take any measures necessary to effectuate this Agreement.
3. That each transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this Agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the SUBRECIPIENT by TRPTA under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear on this Agreement are authorized to sign these assurances on behalf of the SUBRECIPIENT.
5. That the SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted-form all proposals for negotiated agreements: *The SUBRECIPIENT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part*

23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the SUBRECIPIENT shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the SUBRECIPIENT shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Agreement.

Implementation Procedures

This Agreement shall serve as the SUBRECIPIENT's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this Agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the SUBRECIPIENT, or in recognition of the public interest to be served by such sale or lease to the SUBRECIPIENT, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The SUBRECIPIENT shall:

1. Issue a policy statement, signed by the SUBRECIPIENT's authorized representative, which expresses SUBRECIPIENT's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the SUBRECIPIENT's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by TRPTA or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this Agreement. The SUBRECIPIENT's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the SUBRECIPIENT's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this Agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each

complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the SUBRECIPIENT's report of investigation, will be forwarded to TRPTA's Title VI Coordinator – External Programs within 10 days of the date the complaint was received by the SUBRECIPIENT.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the transportation programs and activities conducted by the SUBRECIPIENT.
7. Conduct Title VI reviews of the SUBRECIPIENT and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by TRPTA.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the SUBRECIPIENT.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the SUBRECIPIENT. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the SUBRECIPIENT's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the SUBRECIPIENT or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the SUBRECIPIENT, the person shall be

Interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the SUBRECIPIENT's investigative procedures as outlined below.

Please note this exception to the procedure below:

All complaints regarding accessibility for the disabled must be forwarded directly to TRPTA's Title VI Coordinator – External Programs for Investigation.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as TRPTA and USDOT.

The SUBRECIPIENT will advise TRPTA within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to TRPTA:

1. Name, address, and phone number of the complainant.
2. Name(s) and address(s) of alleged discriminating official(s).
3. Basis of complaint (i.e., race, color, national origin or sex)
4. Date of alleged discriminatory act(s).
5. Date of complaint received by the SUBRECIPIENT.
6. A statement of the complaint.
7. Other agencies (state, local or Federal) where the complaint has been filed.
8. An explanation of the actions the SUBRECIPIENT has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the SUBRECIPIENT's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the SUBRECIPIENT's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with TRPTA, or USDOT, if they are dissatisfied with the final decision rendered by the SUBRECIPIENT. The Title VI Coordinator will also provide TRPTA with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Targhee Regional Planning Transportation Authority
Amandy Ely, General & Operations Manager

1810 W. Broadway #7

Idaho Falls, ID 83402

208-535-0356; ext. 110

Federal Transit Administration
Region X
Jackson Federal Building
915 Second Avenue, Suite 3142
Seattle, WA 98174-1002
206-220-7954

Sanctions

In the event the SUBRECIPIENT fails or refuses to comply with the terms of this Agreement, TRPTA may take any or all of the following actions:

1. Cancel, terminate, or suspend this Agreement in whole or in part;
2. Refrain from extending any further assistance to the SUBRECIPIENT under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the SUBRECIPIENT.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the SUBRECIPIENT;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to TRPTA or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request TRPTA enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

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

GRANTING CLAUSE

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

HABENDUM CLAUSE

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

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

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

ATTACHMENT E

Disclosure of Lobbying Activities

Re: REGION 10 BULLETIN NO: 12-42

Region 10 of the Federal Transit Administration, upon learning that some recipients of FTA funding failed to comply with the lobbying disclosure requirements, issued a bulletin to provide guidance and to urge every recipient to review its activities and to submit all required certifications and disclosures regarding lobbying activities. The bulletin explained that the recipients in question had incorrectly assumed that they did not need to submit a lobbying disclosure form to FTA unless they used federal funds for lobbying. The bulletin further explained that while using federal funds for lobbying is clearly prohibited, any recipient that pays or expects to pay a lobbyist at least \$25,000 from any source to influence the Federal Government must file a disclosure form with FTA, and that many must supplement their disclosure quarterly. Violations of these requirements will subject a recipient to a penalty of not less than \$10,000 for each failure.

The following is a summary of the lobbying certification and disclosure requirements as set forth in the bulletin. (Reference hereinafter to "recipients" means and includes "subrecipients".)

According to 31 U.S.C. 1352, as implemented at 49 C.F.R. Part 20, all applicants and recipients of federally appropriated funds must abide by the following rules with respect to lobbying:

- a. All applicants for and recipients of a Federal contract, grant or cooperative agreement in excess of \$100,000 may not use Federal funds to lobby an officer or employee of any Federal agency or Member of Congress.
- b. Every time a potential recipient applies for or receives such a contract, grant or cooperative agreement, it must file a written declaration at the time of application that states that no federal funds have been paid for lobbying and that, if non-Federal funds are used for lobbying, it will file a lobbying disclosure form.
- c. If a recipient uses non-FTA funds for lobbying, it must submit a disclosure form to report these activities. If the activities change materially, the recipient must file an additional form for that quarter. I encourage you to review the lobbying disclosure requirements and to submit all needed forms to FTA at the address noted below ASAP. The Disclosure of Lobbying Activities report form (SF LLL) is available online at: <http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>.

Federal Transit Administration
Attn: Elizabeth Martineau, Office of Chief Counsel
1200 New Jersey Avenue, SE
Washington, DC 20590

As mentioned earlier, the law states that any recipient who fails to file the required lobbying disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Standard Form LLL (DISCLOSURE OF LOBBYING ACTIVITIES) and instructions for completion are set forth on the immediately following two pages.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-00-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT F

Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is: www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

APPENDIX A-1

Federal Clauses

Following is a non-exhaustive checklist of some of the federally required contract clauses, as may or may not be relevant or applicable to the Funding Agreement:

- Incorporation of FTA Terms
- Compliance with Federally Required Clauses and Requirements
- No Federal Government Obligations to Third Parties
- Program Fraud and False or Fraudulent Statements or Related Acts
- Access to Third Party Contract Records
- Changes to Federal Regulations
- Termination
- Civil Rights
- Special DOL EEO clause for construction projects
- Disadvantaged Business Enterprises (DBEs)
- Incorporation of FTA Terms
- Debarment and Suspension
- Buy America
- Breaches and Disputes Resolution
- Lobbying
- Clean Air
- Clean Water
- Cargo Preference
- Fly America
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Copeland Anti-Kickback Act
- Bonding
- Seismic Safety
- Transit Employee Protective Arrangements
- Charter Service Operations
- School Bus Operations
- Drug Use and Testing
- Alcohol Misuse and Testing
- Patent Rights
- Rights in Data and Copyrights
- Energy Conservation
- Recycled Products
- Conformance with ITS National Architecture
- ADA Access
- Prompt Payment and Return of Retainage

The Subrecipient acknowledges its responsibility for determining which requirements apply or do not apply to a particular contract (many may not apply) and to state which are applicable in its solicitations and contracts with suitable contract language, as well as representations and certifications.