UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.

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UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to Projects financed with Federal funds authorized by:

- Federal transit laws, 49 U.S.C. chapter 53,
- Title 23, United States Code (Highways),
- The Moving Ahead for Progress in the 21st Century Act (MAP-21) Pub. L. 112-141, July 6, 2012,
- The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. 110-244, June 6, 2008,
- The Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, by the TEA 21 Restoration Act, Pub. L. 105-206 July 22, 1998, and
- Other Federal legislation FTA administers as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions governing the administration of the Project that FTA has financed with Federal assistance (funds or funding) awarded through an Underlying Agreement with the Recipient including any:

1. FTA Grant Agreement,
2. FTA Cooperative Agreement,
3. FTA Transportation Infrastructure Loan,
4. FTA Transportation Infrastructure Loan Guarantee, or
5. FTA Transportation Infrastructure Line of Credit.

FTA’s New Authorizing Legislation

FTA’s new authorizing legislation, MAP-21, made significant changes to FTA’s public transportation programs.

1. MAP-21 requirements apply to:

    a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and

    b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

2. Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

    a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but

    b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 “cross-cutting requirements” identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, and

3. For more information, see FTA guidance that may be published in the future, or contact the FTA Project Manager for the Project.

Compliance

1. FTA and the Recipient understand and agree that they both:

    a. Must comply with all applicable Federal laws and regulations, and

    b. Should follow applicable Federal guidance, except as FTA or the Federal Government determine otherwise in writing.

2. To assure that its compliance with Federal laws and regulations is not compromised, the Recipient also must take measures to assure that other participants in its FTA assisted Project (Third Party Participants):

    a. Comply with applicable Federal laws and regulations, and

    b. Follow applicable Federal guidance, except as FTA or the Federal Government determine otherwise in writing.

3. Third Party Participants may include any:

   a. Subrecipient,

   b. Third Party Contractor,

   c. Third Party Subcontractor at any tier,

   d. Lessee, or

   e. Other type of Participant.

4. A Recipient or a Third Party Participant that violates a Federal laws or regulations, or fails to follow Federal guidance that applies to itself or the Project, may incur penalties.

5. FTA and the Recipient understand and agree that not every provision of this Master Agreement will apply to every Recipient or Project for which FTA provides Federal funds. Criteria determining which Federal laws, regulations, and guidance apply include:

   a. The type of Project,

   b. The Federal laws authorizing the funding for the Project,

   c. The Federal regulations governing how the Project must be implemented, and

   d. The Recipient's legal status as:

      (1) A "State,"

      (2) A "State instrumentality,"

      (3) A "local government,"

      (4) A "private non-profit entity,"

      (5) A "private for-profit entity," or

      (6) An individual.

6. As provided by Federal laws, regulations, and guidance:

   a. FTA will enforce only those Federal laws, regulations, and guidance that apply to the:

      (1) Specific FTA Recipient,

      (2) Specific FTA Recipient's Third Party Participants, and

(3) Specific FTA Recipient's activities related to the Project, and

b. FTA will not enforce Federal laws, regulations, and guidance that do not apply to the:

(1) Specific FTA Recipient,

(2) Specific FTA Recipient's Third Party Participants, and

(3) Specific FTA Recipient's activities related to the Project.

Terms of the Master Agreement

1. **To determine the extent to which the provisions of this Master Agreement apply, FTA and the Recipient understand and agree that each provision of this Master Agreement must be interpreted in view of the requirements of this Master Agreement as a whole.** By eliminating most repetitive phrases within this Master Agreement, if a single provision is read apart from the rest of this Master Agreement or the Recipient's Underlying Agreement, that single provision will not convey the extent of the Recipient's Underlying requirement.

2. For example, in this Master Agreement, FTA and the Recipient understand and agree that:

   a. References to "Federal law(s)," "Federal regulation(s)," and "Federal guidance" mean references to the parts of those Federal laws, regulations, and directives that apply to the:

      (1) Specific FTA Recipient,

      (2) Specific Third Party Participant, or

      (3) Specific FTA-funded Project, as the context may require.

   b. Any requirement in this Master Agreement for:

      (1) Compliance with "Federal law(s)," means compliance with "applicable Federal law(s),"

      (2) Compliance with "Federal regulation(s)," means compliance with "applicable Federal regulation(s)," and

      (3) Compliance with "Federal guidance" means compliance with "applicable Federal guidance," as the context may require.

3. Terms used in this Master Agreement, such as "Underlying Agreement," "Third Party Participant," or "third party agreement," as well as other terms have the precise meaning specifically stated in the "Definitions," section 1 of this Master Agreement.

Expiration Date

1. This Master Agreement does not have an Expiration Date.

2. This Master Agreement continues to apply to the Recipient and its Project identified in the Underlying Agreement until modified or superseded by any later enacted or later issued:

    a. Applicable Federal law,

    b. Applicable Federal regulation,

    c. Applicable Federal guidance,

    d. Amendment to the Underlying Agreement, or

e. Amendment to this Master Agreement.

Thus, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

Section 1. Definitions. In addition to the definitions set forth in 49 U.S.C. § 5302, as amended by MAP-21, or 49 U.S.C. § 5302 under previous legislation, as circumstances may require, the Recipient understands and agrees that the following definitions apply throughout this Master Agreement, and control the meaning of the terms and conditions in this Master Agreement:

a. *Application* means the Applicant's (later the Recipient's) Federal funding request that:

(1) Is signed by:

(a) The Applicant, or

(b) An official authorized to act on behalf of the Applicant,

(2) Is dated,

(3) Includes all:

(a) Amendments to the application, and

(b) Explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and

(4) Has FTA's authorized and official:

(a) Acceptance, or

(b) Approval.

b. *Approval* means a deliberate written statement of a Federal Government official who is authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Except as the Federal Government determines otherwise in writing:

(1) Approval of a specific action does not include permission to take or omit other similar actions,

(2) An oral permission or interpretation has no legal force, authority, or effect, and

(3) An Approval may be transmitted in typewritten hard copy or electronically.

For purposes of this Master Agreement, the definition of “approval” also applies to “concurrence” and “waiver.”

c. *Approved Project Budget* means

(1) The most recent statement of the:

(a) Project costs,

(b) Maximum amount of Federal funds for which the Recipient is eligible,

(c) Specific tasks (including specific contingencies) covered, and

(d) Estimated cost of each task FTA has approved.

(2) As used in the “Approved Project Budget”:

(a) “Scopes” means categories of activities within an FTA-funded Project, and

(b) “Scope Level Codes” means category codes of activities within an FTA-funded Project.

(3) Data in the “Approved Project Budget” does not establish the precise boundaries or limits of the:

(a) “Scope of the Project” or

(b) Eligible Project activities.

(4) For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the “Approved Project Budget” to determine the:

(a) “Scope of the Project,” and

(b) Eligible Project Activities.

d. *Associated transit improvement* means a project that is designed to enhance public transportation service or use and that is physically or functionally related to public transportation facilities with respect to any project or area to be served by a Project. The term “associated transit improvement” has a meaning that is substantially similar to the meaning of “transit enhancement” as used in SAFETEA-LU, but associated transit improvements eligible for funding under MAP-21 differ from transit enhancements eligible for funding under SAFETEA-LU. A list of associated transit improvements eligible for funding under MAP-21 is set forth in 49 U.S.C. § 5302(1), as amended by MAP-21.

e. *Concurrence* has the same meaning as the definition of *Approval* in section 1.b of this Master Agreement.

f. *Cooperative Agreement*, means an instrument FTA uses to award Federal funds to a specific Recipient to support a particular Project in which, consistent with 31 U.S.C. § 6305:

(1) FTA takes an active role,

(2) FTA retains substantial control,

(3) Usually includes:

(a) The FTA Award establishing the Project's boundaries or limits, including the:

1 Federal Role, and

2 Recipient Role,

(b) The Recipient's signed Execution statement, and

(c) FTA's latest Master Agreement, which is incorporated by reference and made part of the Cooperative Agreement, and

(4) Sometimes includes:

(a) Special Conditions,

(b) Special Requirements,

(c) Special Provisions, or

(d) Conditions of Award.

g. *Designated Recipient*, unless more specifically determined, means:

(1) An entity designated to receive and apportion amounts of FTA funding under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population:

(a) By the Governor of a State, responsible local officials, and publicly owned operators of public transportation, and

(b) In accordance with the planning process required under 49 U.S.C. §§ 5303, and 5304, or

(2) A State or regional authority, if the authority is responsible under the laws of a State for an FTA capital project and for financing and directly providing public transportation.

h. *Disability* means has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12102.

i. *Federal Government* means the United States of America and any of its executive departments or agencies.

j. *Federal Guidance* includes:

   (1) Any Executive Order of the President of the United States, or

   (2) Any Federal document signed by an authorized Federal official providing official instructions or advice about a Federal program that:

      (a) Applies to entities other than the Federal Government,

      (b) May apply to the Federal Government, and

      (c) May take the form of a:

         1 Federal directive,

         2 Federal circular,

         3 Federal order,

         4 Federal published policy,

         5 Federal administrative practice,

         6 Federal guideline,

         7 Federal guidance document,

         8 Letter signed by an authorized Federal official, or

         9 Similar document.

k. *Federal Transit Administration*:

   (1) Is an operating administration of Department of Transportation (also referred to as U.S. DOT), and

   (2) Designates the former Urban Mass Transportation Administration (also referred to as UMTA). Any reference to the "Urban Mass Transportation Administration" refers to the "Federal Transit Administration" when appearing in any records of the United States

including a:

(a) Law,

(b) Map,

(c) Regulation,

(d) Document,

(e) Paper, or

(f) Similar writing.

l. *Federal Transit Administrator*:

(1) Is the head of the Federal Transit Administration, and

(2) Designates the former Urban Mass Transportation Administrator. Any reference to the "Urban Mass Transportation Administrator" refers to the "Federal Transit Administrator" when appearing in any records of the United States, including a:

(a) Law,

(b) Map,

(c) Regulation,

(d) Document,

(e) Paper, or

(f) Similar writing.

m. *Fiscal Year*, as used in this Master Agreement, means "Federal Fiscal Year."

n. *FTA* is the acronym for the Federal Transit Administration, an operating administration of the U.S. DOT. "FTA" replaces the acronym "UMTA."

o. *Governor*:

(1) Means the:

(a) Governor of a State,

(b) Mayor of the District of Columbia, and

(c) Chief executive officer of a territory of the United States, and

(2) Includes the designee of the Governor.

p. *Grant Agreement* means an instrument FTA uses to award Federal funds to a specific Recipient to support a particular Project in which FTA, consistent with 31 U.S.C. § 6304:

(1) Does not takes an active role,

(2) Does not retain substantial control,

(3) Usually includes:

(a) The FTA Award establishing the Project's boundaries or limits,

(b) The Recipient's signed Execution statement, and

(c) FTA's latest Master Agreement, which is incorporated by reference and made part of the Grant Agreement, and

(4) Sometimes includes:

(a) Special Conditions,

(b) Special Requirements,

(c) Special Provisions, or

(d) Conditions of Award.

q. *Local Government Authority* includes, but is not limited to:

(1) A political subdivision of a State,

(2) An authority of at least one State or political subdivision of a State,

(3) An Indian tribe,

(4) Any of the following entities established under State law, including:

(a) A public corporation,

(b) A public board, or

(c) A public commission, or

(5) An agency or instrumentality of local government.

r. *Project* means, for purposes of this Master Agreement:

(1) The project activity or activities (task or tasks) of the Underlying Agreement listed in:

(a) The Project Description,

(b) The Approved Project Budget,

(c) Any modifications identified in the Conditions of Award of the Underlying Agreement, and

(d) Any provisions that apply to the Project, including:

1 Special Conditions,

2 Special Requirements,

3 Special Provisions, or

4 Conditions of Award, and

(2) "Program," or "Each Project in the Program," when funding is conditioned on a statutory requirement for a "Program of Projects."

s. *Public Transportation*, for purposes of the Federal transit program, has the same meaning as "transit," or "mass transportation," and:

(1) Includes regular and continuing shared-ride surface transportation services that are:

(a) Open to the general public, or

(b) Open to a segment of the general public defined by age, disability, or low income, but

(2) Does not include:

(a) Intercity passenger rail transportation provided by Amtrak or a successor to the entity described in 49 U.S.C. chapter 243 (Amtrak),

(b) Intercity bus service,

(c) Charter bus service,

(d) School bus service,

(e) Sightseeing service,

(f) Courtesy shuttle service for patrons of one or more specific establishments, or

(g) Intra-terminal or intra-facility shuttle services.

t. *Recipient* means:

(1) The entity or person that receives Federal funds directly from FTA to support its Project, including a:

(a) Grant Recipient or Grantee that receives Federal funds directly from FTA through a Grant Agreement,

(b) Recipient that receives Federal funds directly from FTA through a Cooperative Agreement,

(c) Borrower that receives a Federal Loan,

(d) Recipient that receives a federally supported Loan Guarantee, or

(e) Recipient that receives a federally supported Line of Credit, and

(2) Except as FTA determines otherwise in writing, a Recipient includes:

(a) The entire legal entity of which the "Recipient" identified in the Underlying Agreement is a part, even if a single organization within that entire legal entity is named as the "Recipient," and

(b) Each party to, member of, or participant in the multi-party entity identified as the "Recipient" in the Underlying Agreement, including a:

1 Consortium,

2 Partnership,

3 Joint venture, or

4 Similar multi-party organization as FTA may recognize.

u. *Subagreement* means an agreement through which a Recipient awards Federal assistance funds to a Subrecipient, and

(1) Includes a subgrant, but

(2) Does not include a:

(a) Third party contract,

(b) Third party subcontract, or

(c) Lease.

v. *Subrecipient* means any entity or that receives Federal assistance funds awarded by an FTA Recipient instead of FTA directly, and

(1) Includes a Subgrantee, but

(2) Does not include a:

(a) Third Party Contractor,

(b) Third Party Subcontractor, or

(c) Lessee.

w. *Third Party Agreement*, for purposes of this Master Agreement, includes agreements or arrangements financed in whole or part with Federal funds awarded to a Recipient by FTA, except as FTA determines otherwise in writing, including a:

(1) Subagreement with a Subrecipient,

(2) Third party contract,

(3) Third party subcontract,

(4) Lease, or

(5) Similar arrangement or agreement as FTA may recognize.

x. *Third Party Contract* means a contract or purchase order:

(1) To which the Recipient or Subrecipient and a contractor or vendor are parties, and

(2) Is financed in whole or in part with Federal funds awarded by FTA, but

(3) Does not include a:

(a) Subagreement, or

(b) Lease.

y. *Third Party Participant*, except as FTA determines otherwise in writing:

(1) Includes each participant in the Recipient's Project, except for the Recipient and FTA, whose work under the Project:

(a) Is supported with FTA funding,

(b) Is supported with eligible local share dedicated to the Project, or

(c) Is dedicated as an in-kind contribution eligible for local share, and

(2) Examples of a Third Party Participant include a:

(a) Subrecipient,

(b) Third Party Contractor,

(c) Third Party Subcontractor,

(d) Lessee, or

(e) Similar Participant in the Recipient's Project.

z. *Third Party Subcontract* means a subcontract:

(1) Entered into by the Third Party Contractor or Third Party Subcontractor at any tier, and

(2) Is financed in whole or in part with:

(a) Federal funds originally derived from FTA, or

(b) Local share dedicated to the FTA project.

aa. *Underlying Agreement*, except as FTA determines otherwise in writing:

(1) Means the instrument awarding the Recipient an amount of Federal funding for its Project, and

(2) May include a:

(a) Specific Grant Agreement for the Project,

(b) Specific Cooperative Agreement for the Project, and

(c) A specific award supported with funds made available or appropriated for the Transportation Infrastructure Finance and Innovation Act of 1998, as amended, 23 U.S.C. §§ 601 – 609, including:

1 Specific Transportation Infrastructure Loan financing the Project,

2 Specific Transportation Infrastructure Loan Guarantee supporting the Project, or

3 Specific Transportation Infrastructure Line of Credit financing the Project.

bb. *Waiver* has the same meaning as the definition of *Approval* in section 1.b of this Master Agreement.

Section 2. Project Implementation.

a. General. The Recipient agrees to carry out the Project as follows:

(1) Project Description. The "Project Description" in the "FTA Award" section of the Recipient's Underlying Agreement provides only a brief description of the Project or Projects. Therefore, the Recipient agrees to perform the work described in both:

(a) The "Project Description" in the "FTA Award" section of the Recipient's Underlying Agreement, and

(b) The Application that is incorporated by reference in the Recipient's Underlying Agreement for the Project or Projects,

(2) Effective Date. The Effective Date of the Recipient's Underlying Agreement, or later Amendment to the Underlying Agreement (Amendment):

(a) Is the date when the FTA Authorized Official has awarded Federal funds for the Project, and

(b) Appears on the Recipient's Underlying Agreement or Amendment,

(3) Prompt Implementation. The Recipient agrees to undertake Project work promptly after receiving notice that FTA has awarded Federal funds for the Project,

(4) Recipient's Capacity. To carry out its Project:

(a) The Recipient agrees to maintain sufficient:

1 Legal capacity,

2 Financial capacity,

3 Technical capacity, and

4 Managerial capacity, and

(b) The Recipient agrees to have adequate capacity to:

1 Plan, manage, and complete the Project,

2 Provide for the use of Project property,

3 Carry out the safety aspects of the Project,

4 Carry out the security aspects of the Project,

5 Comply with:

a Its Underlying Agreement,

b This Master Agreement,

c The Approved Project Budget,

d Project schedules,

e Its annual Certifications and Assurances to FTA, and

f Applicable Federal laws and regulations, and

6 Follow applicable Federal guidance, except as the Federal Government determines otherwise in writing,

(5) Completion Dates. The Recipient agrees to complete the Project on time, however:

(a) Firm Contractual Requirements. FTA and the Recipient agree that milestone dates, and other Project completion dates, such as Revenue Operations Dates, are firm requirements that may be enforced for:

1 Full Funding Grant Agreements,

2 Small Starts Grant Agreements, or

3 Specific Agreements in which FTA expressly states that the milestone dates or other Project completion dates in the Recipient's Underlying Agreement are firm dates that may be enforced, but

(b) Good Faith Estimates. FTA and the Recipient also agree that milestone dates and other Project completion dates in other Underlying Agreements not previously specified to be firm dates that may be enforced:

1 Are good faith estimates, and

2 Are not intended to be fixed Federal requirements,

b. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the U.S. DOT regulations establishing uniform administrative requirements that apply to the category in which the Recipient belongs:

(1) State, Local Government, or Indian Tribal Government. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, apply to a Recipient that is:

(a) A State,

(b) A local government, or

(c) An Indian tribal government,

(2) Institution of Higher Education or Nonprofit Organization. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. part 19, apply to a Recipient that is:

(a) An institution of higher education, or

(b) A nonprofit organization, and

(3) Private For-Profit Organization. Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. part 19, apply to a private for-profit Recipient,

c. Application of Federal, State, and Local Laws, Regulations, and Guidance. For purposes of this Master Agreement:

(1) Federal requirement. A Federal requirement includes, but is not limited to a:

(a) An applicable Federal law,

(b) Applicable Federal regulation,

(c) Provision of the Recipient's Underlying Agreement, or

(d) Provision of this Master Agreement,

(2) Federal guidance. Federal guidance includes, but is not limited to:

(a) Federal guidance such as a:

1 Presidential Executive Order,

2 Federal order that applies to entities other than the Federal Government,

3 Federal published policy,

4 Federal administrative practice,

5 Federal guideline,

6 Letter signed by an authorized Federal official, and

7 Other applicable Federal guidance as defined at section 1.j of this Master Agreement, or

(b) Other Federal publications or documents providing official instructions or advice about a Federal program that:

1 Are not designated as a "Federal Requirement" in section 2.c(1) of this Master Agreement, and

2 Are signed by an authorized Federal official,

(3) Compliance. The Recipient understands and agrees that:

(a) Federal Requirements. It must comply with all Federal requirements that apply to itself and its Project,

(b) Federal Guidance. FTA strongly encourages the Recipient and each of its Third Party Participants to follow Federal guidance as described in the preceding section 2.c(2) of this Master Agreement to ensure satisfactory compliance with Federal requirements,

(c) Alternative Actions. It may violate Federal requirements if it:

1 Adopts an alternative course of action not expressly authorized by the Federal Government in writing, and

2 Has not first secured FTA's approval of that alternative in writing,

(d) Changes to Federal Requirements and Guidance:

1 Requirements and Guidance. New Federal Requirements and Guidance may:

a Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and

b Apply to the Recipient or its Project,

2 Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:

a Be modified from time to time, and

b Apply to the Recipient or its Project,

3 Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:

a Special Condition in the Recipient's Underlying Agreement,

b Special Requirement in the Recipient's Underlying Agreement,

c Special Provision in the Recipient's Underlying Agreement,

d Condition of Award in the Recipient's Underlying Agreement,

e Letter to the Recipient signed by an authorized FTA official, or

f Change to FTA or Federal guidance,

(e) Minimum Requirements. Except as FTA determines otherwise in writing, all standards or limits are minimum requirements when those standards or limits are included in:

1 The Recipient's Underlying Agreement, or

2 This Master Agreement,

(f) Notice. Except as FTA determines otherwise in writing, it will include notice in each third party agreement that:

1 Federal requirements that apply to the Recipient or its Project may change due to:

a Changes in Federal laws,

b Changes in Federal regulations,

c Changes in FTA or Federal guidance,

d Changes in the Recipient's Underlying Agreement, and

e Changes in a later edition of this Master Agreement, and

2 Applicable changes to the requirements will apply to:

a The third party agreement, and

b Parties to that third party agreement, and

(g) Conflicts Between Federal Requirements and State, Territorial, Local, or Tribal Requirements. The Recipient and FTA understand and agree that:

1 General. A Federal requirement may conflict with a State, territorial, local, or tribal requirement, including, but not limited to a:

a State law or regulation,

b Territorial law or regulation,

c Local law, regulation, or ordinance,

d Tribal law or regulation, or

e Similar provision,

2 Pre-emption. The Recipient must comply with a Federal requirement if the Federal requirement pre-empts the conflicting State, territorial, local, or tribal requirement,

3 Violation of State, Territorial, Local or Tribal Requirements. Unless otherwise pre-empted by a Federal requirement, FTA and the Recipient understand and agree that:

a FTA expects the Recipient to comply with applicable State, territorial, local, and tribal requirements, and

b FTA does not require the Recipient to take any action that would violate a State, territorial, local, or tribal requirement under:

(i) The Recipient's Underlying Agreement, or

(ii) This Master Agreement, and

4 When a Conflict Arises. When a Federal requirement conflicts with a State, territorial, local, or tribal requirement:

a Notice. The Recipient must notify FTA immediately in writing if compliance with the Federal requirement would:

(i) Violate a State, territorial, local, or tribal requirement, or

(ii) Require the Recipient to violate a State, territorial, local, or tribal requirement, and

b Continuation of the Project. The Recipient must make appropriate arrangements with FTA to:

(i) Proceed with the Project, or

(ii) Terminate the Project expeditiously, if necessary,

d. Primary Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Project:

(1) The Recipient Has the Primary Responsibility for Compliance. Except as FTA determines otherwise in writing, the Recipient understands and agrees that it, as the Recipient, is ultimately responsible for full compliance with Federal requirements related to its Project, even though:

(a) A Third Party Participant provides products or services for the Project, or

(b) Another entity or person is involved with the Project, but

(2) Exceptions. FTA and the Recipient agree that the Recipient is not responsible for compliance with Federal requirements related to the Project when:

(a) The Recipient:

1 Is a Designated Recipient of Urbanized Area Formula Grants Program funds as defined in 49 U.S.C. § 5302(4), and

2 Has entered into a Supplemental Agreement with FTA and a Grant Recipient or Grantee covering a specific Project, or

(b) The Federal Government, through appropriate official action, relieves the Recipient of part or all responsibility to the Federal Government,

e. Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.

(1) Entities Affected. Because the Recipient must have its Third Party Participants' cooperation to attain compliance with certain Federal requirements:

(a) The Recipient agrees to:

1 Ensure that its Third Party Participants will comply with applicable Federal laws and regulations, and

2 Take adequate measures so that each Third Party Participant will be expected to follow Federal guidance, except as FTA determines otherwise in writing, and

(b) If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to:

1 Ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with Federal requirements, and

2 Provide enough information to each Third Party Participant so that it understands that it will be expected to follow Federal guidance, except as FTA determines otherwise in writing, and

(2) Agreements Affected. To foster compliance with Federal requirements, the Recipient agrees to enter into a written third party agreement with each Third Party Participant involved in its Project:

(a) Required Provisions. The third party agreement must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's compliance with:

1 Federal requirements, and

2 Federal guidance, except as FTA determines otherwise in writing,

(b) Flowdown. As determined by Federal requirements, the third party agreement must include any necessary provisions requiring the Third Party Participant to include Federal provisions in its:

1 Subagreements to the lowest tier, and

2 Other third party agreements to the lowest tier, and

(c) Performance of the Recipient's Responsibilities. Except as FTA determines otherwise in writing, when a third party agreement requires the Third Party Participant to undertake Project activities or responsibilities a Recipient typically performs, the third party agreement must:

1 Specify the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf, and

2 Include provisions making the Third Party Participant responsible for complying with those requirements of this Master Agreement and the Recipient's Underlying Agreement that would otherwise apply to the Recipient or its Project,

f. No Federal Government Obligation or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government shall not have any obligation or liability related to:

(a) The Project,

(b) Any Third Party Participant at any tier, or

(c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and

(2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:

(a) Third Party Participant, or

(b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement,

g. Changes in Project Performance. The Recipient agrees that certain conditions can cause significant changes in Project performance, including:

(1) Changes in Laws or Conditions. Any change that may adversely affect its ability to carry out the Project under the terms of its Underlying Agreement for the Project or this Master Agreement, such as a:

(a) Change in State, territorial, local, or tribal requirements,

(b) Change in its circumstances, including its:

1 Legal capacity,

2 Financial capacity, or

3 Technical capacity, or

(c) Similar event with potentially serious consequences for the Project,

(2) Adverse Actions. Any current or prospective legal matter with potentially serious consequences, such as any:

(a) Major dispute,

(b) Breach,

(c) Default, or

(d) Litigation,

(3) Federal Concern. Any matter or situation, including any change or adverse action described in the preceding section 2.g(1) – (2) of this Master Agreement that may adversely affect:

(a) The Federal Government's interest in the Project, or

(b) The administration or enforcement of Federal laws or regulations, and

(4) The Federal Government as a "Party." An action for any reason naming the Federal Government as a party to:

(a) Litigation, or

(b) An adjudicative action in any forum, and

(5) Notice of Changes in Project Performance. In the circumstances described above in the preceding section 2.g of this Master Agreement, the Recipient agrees to provide immediate written notice to:

(a) The FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Project,

(b) The FTA Project Manager if the Project is administered by an FTA Headquarters office, or

(c) The FTA Chief Counsel.

Section 3. Ethics.

a. Code or Standards of Conduct. At a minimum, the Recipient agrees to establish and maintain, and assures that its Subrecipients will establish and maintain, a written Code or Standards of Conduct that includes:

(1) Personal Conflicts of Interest. The Code or Standards of Conduct must prohibit personal conflicts of interest, both real and apparent:

(a) Applicability. The personal conflicts of interest prohibitions must apply to any person or entity that has:

1 A Relationship with the Recipient or Subrecipient such as:

a The Recipient or Subrecipient's officers, including:

(i) Their immediate family members, or

(ii) Their partners,

b The Recipient or Subrecipient's employees, including:

(i) Their immediate family members, or

(ii) Their partners,

c The Recipient or Subrecipient's board members, including:

(i) Their immediate family members, or

(ii) Their partners,

d The Recipient or Subrecipient's agents, including:

(i) Their immediate family members, or

(ii) Their partners, and

e An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or Subrecipient listed above, and

2 An Interest in a Present or Potential Third Party Participant, such as a:

a Financial interest (present or potential), or

b Significant involvement, such as employment interest (present or potential),

(b) Prohibited Activities. The personal conflict of interest provisions must prohibit a person or entity listed in the preceding section 3.a(1)(a) of this Master Agreement from engaging in any of the activities involving the Recipient or its Subrecipients' present or potential Third Party Participant, including:

1 Participating in the selection for award of any third party agreement at any tier involving a potential Third Party Participant in the Recipient or Subrecipient's Project,

2 Awarding funding for any third party agreement at any tier in which the potential Third Party Participant seeks an award funded through the Recipient's Underlying Agreement, or

3 Administering any third party agreement at any tier involving the Third Party Participant receiving funding through the Recipient's Underlying Agreement,

(2) Gift Acceptance Restrictions. The Code or Standards of Conduct must include a prohibition against accepting gifts from present or potential Third Party Participants in the Recipient's Underlying Project,

(a) Applicability. The gift acceptance restrictions must apply to:

1 Gifts, including:

a Gratuities,

b Favors, or

c Anything of monetary value,

2 Persons and Entities Participating in the Recipient or Subrecipient's Project, such as:

a The Recipient or Subrecipient's officers, including:

(i) Their immediate family members, or

(ii) Their partners,

b The Recipient or Subrecipient's employees, including:

(i) Their immediate family members, or

(ii) Their partners,

c The Recipient or Subrecipient's board members, including:

(i) Their immediate family members, or

(ii) Their partners,

d The Recipient or Subrecipient's agents, including:

(i) Their immediate family members, or

(ii) Their partners, and

e An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or Subrecipient listed above, and

3 Having an Interest in a Present or Potential Third Party Participant, such as a:

a Financial interest,

b Present or soon to be employment interest, or

c Similar significant interest,

(b) Exception. The Code or Standards of Conduct may provide an exception to permit the acceptance of a gift that is unsolicited and:

1 Has an insubstantial financial value, or

2 Is an item of nominal intrinsic value, and

(3) Violations. As permitted by State or local law or regulations, the Recipient agrees and assures its Subrecipients will agree that:

(a) Its Code or Standards of Conduct will establish:

1 Penalties,

2 Sanctions, or

3 Other disciplinary actions for violations, and

(b) It will apply those penalties, sanctions, or other disciplinary actions for violations of its Code or Standards of Conduct by:

1 The Recipient or Subrecipient's officers, including their:

a Immediate family members, or

b Partners,

2 The Recipient or Subrecipient's employees, including their:

a Immediate family members, or

b Partners,

3 The Recipient or Subrecipient's board members, including their:

a Immediate family members, or

b Partners,

4 The Recipient or Subrecipient's agents, including their:

a Immediate family members, or

b Partners, and

5 The Recipient or Subrecipient's Third Party Participants,

b. Debarment and Suspension. The Recipient agrees that:

(1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:

(a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,

(b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and

(c) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(2) It will review the "Excluded Parties Listing System" at https://epls.gov (to be transferred to https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

(a) Will comply with Federal debarment and suspension requirements, and

(b) Review the "Excluded Parties Listing System" at https://www.epls.gov (to be transferred to https://www.sam.gov), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200,

c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain Federal funding for its Project,

d. Lobbying Restrictions. The Recipient agrees that, as provided by 31 U.S.C. § 1352(a):

(1) Prohibition on Use of Federal Funds. It will not use Federal funds:

(a) To influence any:

1 Officer or employee of a Federal agency,

2 Member of Congress,

3 Officer or employee of Congress, or

4 Employee of a Member of Congress,

(b) To take any action involving the Project or the Underlying Agreement for the Project, including any:

1 Award,

2 Extension, or

3 Modification,

(2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:

(a) 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and

(c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:

1 The U.S. Congress, or

2 A State legislature, but

(3) Exception. The prohibitions of the preceding section 3.d(1) – (2) of this Master Agreement do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations,

e. Political Activity. The Recipient understands and agrees that:

(1) The Hatch Act, 5 U.S.C. chapter 15, limits the political activities of:

(a) State and local agencies financed in whole or part with Federal funds, and

(b) Officers and employees of State or local agencies, whose principal employment activities are financed in whole or in part with Federal funds,

(2) The Recipient will comply with:

(a) The Hatch Act, 5 U.S.C. chapter 15,

(b) U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151, and

(c) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide that:

1 In general, the award of Federal public transportation assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2) does not impose the Hatch Act restrictions of 5 U.S.C. chapter 15 on a nonsupervisory employee of any:

a Public transportation system, or

b Other agency or entity performing related functions, but

2 Hatch Act restrictions do apply to a nonsupervisory employee if those restrictions are imposed for another reason,

f. False or Fraudulent Statements or Claims.

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(a) Federal laws and regulations apply to itself and its Project, including:

1 The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*., and

2 U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31,

(b) By executing its Underlying Agreement, the Recipient certifies and affirms the:

1 Truthfulness and accuracy of any:

a Claim,

b Statement,

c Submission,

d Certification,

e Assurance, or

f Representation, and

2 For which the Recipient has made, makes, or will make to the Federal Government, and

(c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient:

1 Presents, submits, or makes available any information in connection with any:

a Claim,

b Statement,

c Submission,

d Certification,

e Assurance, or

f Representation, and

2 That information is false, fictitious, or fraudulent,

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:

1 Presents, submits, or makes available any information in connection with any:

a Claim,

b Statement,

c Submission,

d Certification,

e Assurance, or

f Representation, and

2 That information is false, fictitious, or fraudulent, and

g. Trafficking in Persons.

(1) Legal Authorities. The Recipient agrees to comply, and assures the compliance of each Subrecipient, with Federal requirements and guidance, including:

(a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g),

(b) U.S. OMB guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, and

(c) This section 3.g of this Master Agreement, containing the award terms excerpted from U.S. OMB guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, which FTA has included in this Master Agreement at the direction of U.S. OMB,

(2) Definitions. The Recipient agrees that for purposes of this section 3.g of this Master Agreement, the Recipient agrees to all of the following:

(a) Employee means either:

1 An individual who:

a Is employed by the Recipient or a Subrecipient, and

b Is participating in the Recipient's Underlying Agreement, or

2 Another person who:

a Is participating in the Recipient's Underlying Agreement, and

b Is not compensated by the Recipient including, but not limited to:

(i) A volunteer, or

(ii) An individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing or matching requirements of the Recipient's Underlying Agreement and this Master Agreement,

(b) Forced labor means:

1 Obtaining a person for labor or services by:

a Recruitment,

b Harboring,

c Transportation,

d Provision, or

e Other means of acquiring,

2 By the use of:

a Force,

b Fraud, or

c Coercion, and

3 For the purpose of subjection to:

a Involuntary servitude,

b Peonage,

c Debt bondage, or

d Slavery,

(c) Private entity:

1 Means an entity that includes, but is not limited to, a:

a For-profit organization, or

b Nonprofit organization, including a:

(i) Nonprofit institution of higher education,

(ii) Hospital, or

(iii) Tribal organization other than one included in the definition of Indian tribe in 2 C.F.R. § 175.25(b), but

2 Does not mean any:

a State as defined under 2 C.F.R. § 175.25(e),

b Local government as defined under 2 C.F.R. § 175.25(c),

c Indian tribe as defined by 2 C.F.R. § 175.25(b), or

d Foreign public entity as defined under 2 C.F.R. § 175.25(a),

(d) Severe forms of trafficking in persons, as stated in § 103 of the TVPA, as amended, 22 U.S.C. § 7102, means:

1 Sex trafficking in which:

a A commercial sex act is induced by:

(i) Force,

(ii) Fraud, or

(iii) Coercion, or

b The person induced to perform a commercial sex act has not attained eighteen years of age, or

2 A person's labor or services are:

a Obtained by:

(i) Recruitment,

(ii) Harboring,

(iii) Transportation,

(iv) Provision, or

(v) Other means of acquiring,

b By the use of:

(i) Force,

(ii) Fraud, or

(iii) Coercion, and

c For the purpose of:

(i) Involuntary servitude,

(ii) Peonage,

(iii) Debt bondage, or

(iv) Slavery,

(3) Provisions Applicable to All Recipients. The Recipient agrees:

(a) Provide Information. To inform FTA immediately of any information it receives from any source alleging a violation of the following prohibitions:

1 Engaging in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

2 Procuring a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

3 Using forced labor in the performance of the Recipient's Underlying Agreement or subagreements, and

(b) Subagreement Provision. To include the following provision in any subagreement it enters into with a private entity as defined in this section 3.g(2)(c) of the Master Agreement:

____________ agrees that it and its employees that participate in the Recipient's Underlying Agreement, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

2. Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

3. Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements,

(4) Provisions Applicable to a Recipient that is a Private Entity. The Recipient agrees that it is a private entity, and agrees to all of the following:

(a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

1 Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

2 Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

3 Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements,

(b) Termination of Funding. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), provides FTA the right to terminate the Underlying Agreement for a violation of that Act and that:

1 Consistent with U.S. OMB guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, FTA may unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, if:

a The Recipient or its Subrecipient that is a private entity is determined to have:

(i) Engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

(ii) Procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

(iii) Used forced labor in the performance of the Recipient's Underlying Agreement or subagreements, or

b An FTA official authorized to terminate the Recipient's Underlying Agreement determines that:

(i) An employee of the Recipient or its Subrecipient that is a private entity has:

(A) Engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

(B) Procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

(C) Used forced labor in the performance of the Recipient's Underlying Agreement or subagreements, and

(ii) That employee's conduct is either:

(A) Associated with performance in the Recipient's Underlying Agreement, or

(B) Imputed to the Recipient or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in:

(I) U.S. OMB "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and

(II) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,

(c) Remedies Other Than Termination. The Recipient agrees that FTA's right to terminate funding provided by the TVPA is in addition to all other remedies for noncompliance that are available to the Federal Government under this Master Agreement, and

(5) Provisions Applicable to a Recipient that is Other Than a Private Entity. The Recipient agrees that it is other than a private entity, and agrees to all of the following:

(a) Termination of Funding. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), provides FTA the right to terminate the Underlying Agreement for a violation of that Act and that:

1 Consistent with U.S. OMB guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, FTA may unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, if:

a Its Subrecipient that is a private entity is determined to have:

(i) Engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

(ii) Procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

(iii) Used forced labor in the performance of the Recipient's Underlying Agreement or subagreements, or

b An FTA official authorized to terminate the Recipient's Underlying Agreement determines that:

(i) An employee of the Subrecipient that is a private entity has:

(A) Engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,

(B) Procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or

(C) Used forced labor in the performance of the Recipient's Underlying Agreement or subagreements, and

(ii) That employee's conduct is either:

(A) Associated with performance in the Recipient's Underlying Agreement, or

(B) Imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in:

(I) U.S. OMB "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and

(II) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, and

(b) Remedies Other Than Termination. The Recipient agrees that FTA's right to terminate funding provided by the TVPA is in addition to all other remedies for noncompliance that are available to the Federal Government under this Master Agreement.

Section 4. Federal Funding.

a. Maximum Federal Funding. The Recipient agrees that FTA's responsibility to provide Federal funding for its Project is:

(1) The amount shown in its Underlying Agreement, as modified by the most recent

Amendment to its underlying Agreement, which is equal to the smallest of:

(a) The maximum amount permitted by Federal law or regulations,

(b) The "Maximum FTA Amount Awarded" as stated in the Underlying Agreement, or

(c) The amount calculated based on the requisite "Maximum Percentage(s) of FTA Participation," if any, but

(2) Limited to the amounts listed in the most recent Approved Project Budget for the Project identified in the Underlying Agreement and the most recent amendment, if any,

b. Basis of FTA Funding.

(1) The amount stated as the "Estimated Total Eligible Cost" in the Underlying Agreement or Amendment forms the basis on which FTA determines the "Maximum FTA Amount Awarded":

(a) "Net Project Cost." If Federal law or regulation requires an FTA Project to be financed on the basis of its "Net Project Cost," as defined in 49 U.S.C. § 5302(12), as amended by MAP-21:

1 FTA will provide Federal funds for a percentage of the portion of the "Estimated Total Eligible Project Cost" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost,"

2 FTA will use the amount of the "Estimated Total Eligible Cost" stated on the Underlying Agreement to calculate the "Maximum FTA Amount Awarded," and

3 In FTA's Electronic Management System, the amount stated as the "Estimated Total Eligible Cost" on the Underlying Agreement is actually the "Estimated Net Project Cost," and

(b) Other Basis for FTA Participation. If Federal law or FTA permits a Project to be financed on another basis than its "Net Project Cost" as defined in 49 U.S.C. § 5302, as amended by MAP-21, or 49 U.S.C. § 5302 under applicable previous authorizing legislation:

1 FTA will provide Federal funds for all or part of the estimated Project cost that is eligible for Federal funding, and

2 FTA will use the amount stated in the Underlying Agreement awarding funding for the Project as the "Estimated Total Eligible Cost" to calculate the "Maximum FTA Amount Awarded."

Section 5. Local Share.

a. Amount of the Local Share. Local share requirements established by 49 U.S.C. chapter 53 vary depending on the following provisions accompanying the source of funding:

(1) Statutory and regulatory requirements of the Federal program for which funding for the Project will be derived, and

(2) Applicable Federal guidance pertaining to Federal determinations about restrictions (if any) that apply due to the specific fiscal year of the Federal funding,

b. Restrictions on the Source of the Local Share. The Recipient agrees that:

(1) Prohibited Sources. Except as permitted by Federal law or regulation, it will not provide any local share funds derived from:

(a) Receipts from the use of Project facilities or equipment,

(b) Revenues of the public transportation system in which such facilities or equipment are used, or

(c) Other Federal funds,

(2) In-kind Contributions. Except as FTA determines otherwise in writing, in-kind resources must be eligible for local share under the standards of Federal law or 49 C.F.R. § 18.24 or 49 C.F.R. § 19.23,

(3) Bond Proceeds as Local Share. The Recipient agrees that, as provided by 49 U.S.C. § 5323(e):

(a) It may use the proceeds from issuance of revenue bonds to provide the local share of the net project cost of a capital project supported with funds made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5337, or as FTA may determine, only if both:

1 The aggregate amount of financial support for public transportation in the Recipient's urbanized area provided by the State and affected local governmental authorities during the next 3 Federal fiscal years or exceeds the aggregate amount of financial support provided by the State and affected local governmental authorities in the urbanized area during the preceding 3 fiscal years, and

2 Sufficient information to support that conclusion is included in the State transportation improvement program required by 49 U.S.C. § 5304,

(b) If the Recipient is eligible, FTA may reimburse the Recipient for deposits of bond proceeds in a debt service reserve, made up of deposits with a bondholder's trustee, to ensure the timely payment of principal and interest on bonds the Recipient issued to finance its Project,

c. Duty to Obtain the Local Share. The Recipient agrees to:

(1) Complete all proceedings necessary to provide the local share, except as FTA permits otherwise in writing, and

(2) Notify FTA of any changed circumstances adversely affecting its ability to pay its local share, and in its notification:

(a) Describe the actions it has taken or will take to ensure adequate resources to provide the local share, and

(b) Re-affirm its commitment to provide the local share,

d. Prompt Provision of the Local Share. Unless, and only to the extent, FTA has provided its written consent permitting the Recipient to defer provision of the local share, the Recipient agrees to provide its proportionate amount of its local share no later than the time when the Recipient draws down the Federal share to pay the costs of its project activities, and

e. Reductions or Refunds. Except as FTA permits otherwise in writing:

(1) Reductions of Local Share. The Recipient agrees that:

(a) If it reduces its local share of its Project costs, then

(b) At the same time, it must reduce the proportionate amount of Federal funding for the Project, and

(2) Refunds of Project Costs. The Recipient agrees that:

(a) If the Recipient accepts a refund of its local share of Project costs, then

(b) At the same time, it must provide the Federal Government an amount of that refund proportionate to the Federal contribution.

Section 6. Approved Project Budget. Except as FTA determines otherwise in writing, the Recipient agrees to all of the following:

a. Development and Approval. It will prepare a Project budget that, after FTA has provided its approval will be:

(1) Designated the "Approved Project Budget," and

(2) Incorporated by reference and made part of its Underlying Agreement,

b. Restrictions. Only if consistent with the Approved Project Budget will it:

(1) Incur Project costs, or

(2) Withdraw Project funds,

c. Amendments. As provided in the applicable FTA program or project management guidance, the Recipient must obtain FTA approval before:

(1) Amending its Approved Project Budget, and

(2) Seeking an accompanying amendment to its Underlying Agreement,

d. Transfer of Funds. It will obtain written FTA approval before transferring funds if those transfers are not expressly authorized by:

(1) Federal requirements, or

(2) Federal guidance,

e. Budget Revisions. It will obtain advance written approval for any budget revision that would require additional Federal funding,

f. Additional Federal Funding. An award of additional Federal funds will require a new Approved Project Budget, and

g. Unspent Federal Funds. It will inform FTA promptly if it believes it will have unspent Federal funds after the Project's performance period ends.

Section 7. Payments to the Recipient. Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with all of the following:

a. Conditions for Accessing FTA Funds. The Recipient agrees that it will not in any manner seek or obtain FTA funds for eligible Project costs until:

(1) It has executed the Underlying Agreement or Amendment to the Underlying Agreement for the Project,

(2) It has received and filed:

(a) A properly signed document seeking payment for the expense, such as:

a A voucher, or

b An appropriate record, and

(b) A properly detailed description supporting the relationship of the expense to the Project,

(3) It has identified all sources of Federal funds from which the payment is to be derived,

(4) It has provided FTA all financial and progress reports required to date, and

(5) Unless FTA has stated in writing that the Recipient may defer the local share, if it must provide a local share:

(a) It will not request or obtain more Federal funds than justified by eligible local share resources it has provided,

(b) It will not cause the proportion of Federal funds available to the Project at any time to exceed the percentage authorized by the Underlying Agreement, and

(c) It will demonstrate that, when combined with Federal payments, it will provide adequate local funds that will cover all costs to be incurred for the Project,

b. Eligible Project Costs. Except as the Federal Government determines otherwise in writing, the Recipient agrees to seek and obtain FTA funds awarded in the Underlying Agreement only for eligible Project costs that are:

(1) Consistent with the:

(a) Project Description,

(b) Approved Project Budget,

(c) Underlying Agreement, and

(d) This Master Agreement,

(2) Necessary to carry out the Project,

(3) Reasonable for the property or services acquired,

(4) The actual net costs, minus reductions of the costs incurred, which:

(a) Consists of the price paid minus reductions of the Project costs incurred, such as any:

1 Refunds,

2 Rebates, or

3 Other items of value, but

(b) Excludes program income,

(5) Incurred for work performed after the Effective Date of the:

(a) Underlying Agreement,

(b) Pre-award authority FTA has provided, or

(c) Letter of No Prejudice,

(6) Satisfactorily documented,

(7) Treated consistently as provided by federally approved accounting principles and procedures, and

(8) Eligible for Federal funding under applicable Federal laws, regulations, and guidance, including, but not limited to:

(a) The legislation and regulations that apply to the FTA program under which funding for the Underlying Agreement was awarded, and

(b) U.S. DOT's allowable costs regulations, 49 C.F.R. § 18.22(b) and 49 C.F.R. § 19.27, which identify four separate sets of Federal cost principles that apply to four specific types of recipients:

1 U.S. OMB, "Cost Principles for State, Local, and Indian Tribal Governments (U.S. OMB Circular A-87)," 2 C.F.R. part 225, which applies to Project costs incurred by a State, local government, or Indian tribal government,

2 U.S. OMB, "Cost Principles for Educational Institutions (U.S. OMB Circular A-21)," 2 C.F.R. part 220, which applies to Project costs incurred by an institution of higher education,

3 U.S. OMB, "Cost Principles for Nonprofit Organizations (U.S. OMB Circular A-122)," 2 C.F.R. part 230, which applies to Project costs incurred by a private nonprofit organization, and

4 The Federal Acquisition Regulation (FAR), 48 C.F.R. part 31, "Contract Cost Principles and Procedures," which applies to Project costs incurred by a private

for-profit organization, unless the for profit organization is listed in 2 C.F.R. part 230, Appendix C,

c. Ineligible Costs. The Recipient understands and agrees that, except as the Federal Government determines otherwise in writing, FTA will treat ineligible costs as excluded costs, such as any:

(1) Project costs the Recipient has incurred before the Effective Date of the Underlying Agreement or any Amendment to the Underlying Agreement that is:

(a) Accompanied by FTA's written approval, and

(b) Permitted by:

1 Applicable Federal law,

2 Applicable Federal regulation,

3 Applicable Federal guidance,

4 The Underlying Agreement, or

5 This Master Agreement,

(2) Cost not included in the most recent Approved Project Budget,

(3) Cost for Project property or services received in connection with any third party agreement, which cost must have, but does not have, FTA's written concurrence or approval in writing,

(4) Ordinary governmental or nonproject operating cost, as prohibited by 49 U.S.C. § 5323(h),

(5) Profit or fee for the Recipient's services provided in connection with the Underlying Agreement, or

(6) Cost ineligible for FTA participation as provided by applicable Federal laws, regulations, or guidance,

d. Bond Interest and Other Financing Costs – Limited Eligibility. The Recipient agrees that:

(1) Allowability. Bond interest and other financing costs are allowable costs to the extent permitted by applicable Federal laws, regulations, and guidance, and

(2) Federal Share. FTA's share of Project interest and financing costs will be limited to an amount that does not exceed the most favorable financing terms reasonably available for

the Project at the time of borrowing, except as the Federal Government determines otherwise in writing,

e. Payment Procedures for all FTA Recipients. Except as FTA determines otherwise in writing, the Recipient understands and agrees that:

(1) All payments under the Project will be made through electronic methods,

(2) Payment procedures for FTA Grantees differ from payment procedures for FTA Recipients of Cooperative Agreement funding, and

(3) FTA will determine which electronic system it will use to make payments to the Recipient,

f. Payment Procedures for Grantees. The Recipient understands and agrees that FTA will make payments of Federal funds for FTA grants using the FTA Electronic Clearinghouse Operation Web System (ECHO-Web) through the Automated Clearing House (ACH) payment method regardless of the amount, but not before the Grantee has executed the Underlying Agreement,

(1) Electronic Clearing House Operation Payments. The Grantee agrees that if payment is made through ECHO-Web using an ECHO Control Number:

(a) Federal Guidance. It will comply with the "ECHO Web User Manual For FTA and FAA," July 2012,

(b) Limited to Project Expenses. It will withdraw Federal funds only to pay eligible Project expenses,

(c) Major Withdrawals. When a single withdrawal will exceed $50,000,000, it will notify the appropriate FTA Regional or Program Office at least three days before the withdrawal is anticipated,

(d) Immediate Use. It:

1 Will not withdraw Federal funds until actually needed for immediate payment of Project expenses, and

2 Will use those funds for payments of Project expenses no later than three (3) days after receipt, except as the Federal Government permits otherwise in writing,

(e) Limits. It will not withdraw more than the sum of Federal funds the Federal Government has awarded in the underlying Agreement for its Project or the current available balance for its Project, whichever is less,

(f) Control. It will provide for control and accountability for all Federal funds consistent with Federal requirements and procedures for using ECHO-Web,

(g) Reporting. It will report its cash payments and balances promptly, unless FTA determines otherwise in writing, and

(h) Penalties. If it fails to comply with this section 7 of the Master Agreement, it may incur or be subjected to remedies and penalties, including, but not limited to the following:

1 Access to ECHO-Web. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Recipient:

a Fails to use those funds to pay Project costs within three (3) days,

b Fails to return withdrawn but unspent funds to the Federal Government within a reasonable time, or

c Fails to establish procedures to minimize the time elapsing between advances of Federal funds and payments of Project costs,

2 Interest. The Grantee agrees to pay interest to the Federal Government on any Federal funds withdrawn prematurely, irrespective of whether the Federal funds have been deposited in an interest-bearing account:

a A State or State instrumentality. If it is a State or State instrumentality, it agrees to pay interest calculated as provided by:

(i) Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and

(ii) U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 C.F.R. Part 205, and

b Other than a State or State instrumentality. If it is not a State or State Instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i). The amount of interest due may be determined by:

(i) The amount of interest the Grantee demonstrates it earned on its premature withdrawals of Federal funds,

(ii) The amount of interest based on the "Treasury tax and loan account" rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or

(iii) An amount of interest as the Federal Government otherwise determines, and

(2) The Delphi eInvoicing System. If the Grantee had been receiving Federal funds through ECHO-Web, but is suspended from access to ECHO-Web, the FTA Project Manager may establish the Grantee's account profile in the Delphi eInvoicing System until the suspension is lifted. See the following Section 7.g of this Master Agreement for more information about accessing and using the Delphi eInvoicing System,

g. Payment Procedures for Recipients of Cooperative Agreements. Cooperative Agreement Recipients must use the Delphi eInvoicing System (eInvoicing) to obtain Federal payments for Project costs, unless a waiver is granted.

(1) Standard Procedures. To make and receive payments through eInvoicing, the following procedures must be followed:

(a) Recipient's Responsibilities. The Recipient's responsibilities include the following:

1 Access to eInvoicing. To access eInvoicing, the Recipient:

a Should contact the FTA's Office of Budget and Policy to obtain access,

b Must complete the form U.S. DOT uses to verify the Recipient's identity, and present it to a Notary Public for verification,

c Return that form, completed and notarized, to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125,

d Should contact the FTA's Office of Budget and Policy with any changes to their system information, and

e Must have internet access to register and submit payment requests through eInvoicing,

2 Payment Requests. The Recipient must submit each payment request electronically through eInvoicing, unless a waiver is granted, and

3 Additional Information. The U.S. DOT elnvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) displays additional

information, including access forms and training materials a Recipient may need,

(b) Federal Responsibilities.

1 Providing Access to eInvoicing. FTA and U.S. DOT have the following responsibilities:

a FTA will provide the Recipient's name and email address to the U.S. DOT Financial Management Office,

b U.S. DOT will then invite the Recipient to register to receive funding through eInvoicing, and

c U.S. DOT will validate the form and email a user ID and password to the Recipient, and

2 U.S. DOT Operating Administrations must process payment requests electronically, and

(2) Waiver Requests. U.S. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use eInvoicing.

(a) Recipient's Responsibilities. If the Recipient seeks a waiver from the requirement to use eInvoicing:

1 It must notify U.S. DOT or FTA by:

a Using a waiver request form that can be obtained on the U.S. DOT elnvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html), or

b Contacting the FTA Office of Budget and Policy,

2 Explain why it is unable to use or access the internet to register and enter payment requests,

3 Send its waiver request to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, Room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectroniclnvoicing@dot.gov, and

4 If a Recipient is granted a waiver, the Recipient should submit all hard-copy invoices directly to:

DOT/FAA

PO Box (OA specific- Needs to be modified)
Oklahoma City, OK 73125,

and

(b) Federal Responsibilities. FTA and DOT have the following responsibilities:

1 The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days, and.

2 If the request is confirmed, then payments will be made after receipt of required FTA reporting forms, provided the Recipient has complied with:

a 49 C.F.R. § 18.21 or 49 C.F.R. § 19.22, and

b The requirements of this section 7 of this Master Agreement,

h. FTA Responsibilities to Make Payments to the Recipient.

(1) ECHO System. If the Recipient is authorized to receive payments through ECHO-Web, FTA's direct involvement in making payments to the Recipient is minimal,

(2) Requisition. If the Recipient is not accessing payments through ECHO-Web, for the Recipient to obtain Federal payments of its Project costs, provided that the Recipient:

(a) The Recipient must submit a request for payment with adequate supporting information for FTA to determine that:

1 Has complied and is complying with the Underlying Agreement and this Master Agreement,

2 Is making adequate progress toward Project completion,

3 Has satisfied FTA that the Federal funds requested are needed for Project purposes in that requisition period,

(b) After the Recipient has demonstrated satisfactory compliance with this Section 7 of this Master Agreement, FTA may reimburse the Federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if:

1 Those apparent allowable costs are consistent with the Approved Project Budget for the Project,

2 Those apparent allowable costs do not exceed the maximum amount of Federal funds that may be paid through the Federal fiscal year of that requisition,

i. <u>Safeguarding Project Funds</u>. The Recipient:

(1) Agrees to deposit all Federal funds it receives in a financial institution, and

(2) Understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members,

j. <u>The Recipient's Duty to Pay Project Costs</u>. When accompanied by appropriate documentation, the Recipient agrees that:

(1) <u>In General</u>. It will pay eligible Project costs when due, and

(2) <u>Local Share Required</u>. When required to provide a local share, it will pay each Project cost by using:

(a) Federal funding available through the Underlying Agreement,

(b) Adequate non-Federal resources, either through:

<u>1</u> Eligible financial contributions,

<u>2</u> Eligible in-kind property or services, or

<u>3</u> Both,

k. <u>Effect of Federal Payments</u>. The Recipient understands and agrees that any Federal payment made for a Project cost does not constitute:

(1) The Federal Government's final decision about the eligibility of the cost for payment under the Project,

(2) A waiver of any violation of:

(a) Any Federal law,

(b) Any Federal regulation,

(c) The Underlying Agreement, or

(d) This Master Agreement, or

(3) Both,

l. <u>Revocation of Federal Funds</u>. The Federal Government may revoke the unexpended portion of Federal funds awarded for the Project,

m. Final Cost Determination. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the Project audit has been completed,

n. Closeout. The Recipient agrees that Project closeout will not alter:

(1) The Recipient's responsibility to return any amounts due the Federal Government resulting from later refunds, corrections, or other similar transactions, and

(2) The Federal Government's right to disallow costs and recover funds based on a later audit or other review,

o. Notification. If the Federal Government determines that the Recipient is not entitled to any portion of Federal funds paid, the Federal Government will notify the Recipient in writing,

p. Recovery of Improper Payments. Unless prohibited by Federal law or regulation, the Federal Government may recover any funds necessary to satisfy any outstanding monetary claims it may have against the Recipient,

q. Program Income. The Recipient understands that it may use its program income derived from the Project as FTA permits:

(1) Uses. If FTA has approved in writing in the Underlying Agreement or otherwise, the Recipient may use its program income:

(a) To supplement or add to other funds committed to its Project,

(b) For purposes of and under the conditions of the Underlying Agreement, or

(c) As authorized by 49 C.F.R. § 18.25 or 49 C.F.R. § 19.24, and

(2) Costs Associated With Program Income. Except as FTA determines otherwise in writing, in determining the total amount of program income a Recipient has earned under its Project:

(a) If costs incident to earning program income have not been charged to the Underlying Agreement, then

(b) Those costs may be deducted from the Recipient's gross income,

r. Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges and Other Amounts Owed to the Federal Government.

(1) The Recipient's Responsibility to Pay. The Recipient agrees that after receiving notice of specific amounts due, it will pay the Federal Government the amount owed, whether for:

(a) Excess Federal payments for disallowed costs,

(b) Refunds due and amounts recovered from third parties or other sources,

(c) Federal claims or debts,

(d) Interest assessed,

(e) Penalties,

(f) Administrative charges, or

(g) Other amounts it owes the Federal Government, and

(2) Amount of Interest Due. The amount of interest to be assessed depends on the procedures used to pursue payment:

(a) The Debt Collection Act. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701 *et seq.* to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by:

1 Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. part 900, specifically 31 C.F.R. § 901.9(a) – (g), or

2 Common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines, and

(b) Other Collection Processes. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701 *et seq*. to recover moneys the Recipient owes the Federal Government, the Recipient agrees that:

1 General Requirement. Common law interest will be due as authorized by U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i), except

2 Exception. Interest for premature withdrawals of Federal funds by States or State instrumentalities will be calculated as required by:

a Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and

b U.S. Department of the Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 C.F.R. part 205, and

s. De-obligation of Federal Funds. The Recipient understands and agrees that the Federal Government may de-obligate Federal funds the Recipient has not spent before Project closeout.

Section 8. Project Records and Reports. As provided by Federal laws, regulations, and guidance, except as the Federal Government determines otherwise in writing:

a. Project Records. The Recipient agrees to maintain satisfactory records of Project activity to the extent FTA requires, including:

(1) Financial Records. Accurate financial records in its Project account including records of:

(a) Project Assets Received. The amount of all assets it receives for Project use, including, but not limited to:

1 All funds or the value of any property the Federal Government provides for the Project, and

2 All other funds and the value of any property or services it has received from sources other than the Federal Government:

a Provided for the Project,

b Accruing to the Project, or

c Otherwise received on account of the Project,

(b) Project Costs.

1 All Project costs incurred for:

a Project property, or

b Project services, and

2 Detailed descriptions of the type of property or services acquired, including, but not limited to:

a Properly executed payrolls,

b Time records,

c Invoices,

d Contracts,

e Vouchers, and

f Other appropriate records, and

3 Detailed justifications for those Project costs, and

(c) Program Income. All program income derived from Project implementation, except income FTA determines to be exempt from Federal program income requirements, and

(2) Other Records Needed for Reports. Sufficient Project records as needed to prepare the Project reports that it must provide to the Federal Government, and

(3) Availability of Project Records. Maintaining Project records:

(a) Readily accessible for review, and

(b) As feasible, separate from records not related to the Project, and

(4) Formats. Project records subject to these requirements include, but are not limited to:

(a) Records on paper,

(b) Electronic records, including any e-mails pertaining to the Project, and

(c) Records created in other formats,

b. Project Reports.

(1) Reports Required. The Recipient agrees to provide to FTA, and to others if FTA so directs:

(a) All reports required by:

1 Applicable Federal laws,

2 Applicable Federal regulations,

3 The Underlying Agreement,

4 This Master Agreement, or

5 FTA's express direction,

(b) Any other reports, except as FTA determines otherwise in writing, whether identified in:

1 FTA Program guidance, or

2 Other applicable Federal guidance, and

(c) In the number and format as FTA specifies, whether:

1 Electronic formats that comply with:

a Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and

b U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,

2 Typewritten hard copy formats, and

3 Other formats as FTA determines,

c. U.S. OMB Special Reporting Provisions.

(1) Authority. U.S. OMB has issued regulatory guidance in Title 2, Code of Federal Regulations, instructing Federal agencies to include special "award terms" as authorized under Federal laws, including:

(a) Federal Funding Accountability and Transparency Act of 2006 (FFATA), Pub. L. 109-282,

(b) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Pub. L. 110-252, June 30, 2008, which amended the FFATA, and

(c) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Pub. L. 110-417, Oct. 14, 2008, which further amended the FFATA,

(2) Universal Identifier and Central Contractor Registration. The Recipient agrees to comply with award terms in "Appendix A" of U.S. OMB guidance, "Universal Identifier and Central Contractor Registration," 2 C.F.R. part 25, which FTA has included in this Master Agreement at the direction of U.S. OMB:

(a) Requirement for Central Contractor Registration (CCR). Unless exempted from the Central Contractor Registration Requirement (CCR) as provided by 2 C.F.R. § 25.110, the Recipient agrees:

1 To maintain the currency of its information in the CCR until the later of:

a When it submits its final financial report required by this Master Agreement, or

b When it receives its final Federal payment for the Project, and

2 That it must review and update its information in the CCR:

a At least annually after the initial registration, and

b More frequently if required by changes in:

(i) Its information,

(ii) Another provision of a Federal or federally assisted agreement,

(iii) An applicable Federal law,

(iv) An applicable Federal regulation, or

(v) Regulatory guidance that U.S. OMB might issue,

(b) Requirement for Data Universal Numbering System (DUNS) Numbers. If the Underlying Agreement is intended to be used for subawards, the Recipient agrees to notify each potential Subrecipient and other entity that:

1 The potential Subrecipient or entity must provide its DUNS number to the Recipient,

2 The Recipient may not make any subaward to any potential Subrecipient or other entity unless that Subrecipient or entity has provided its DUNS number to the Recipient, and

3 No Subrecipient or entity (as defined in section 8.c(3) of this Master Agreement) may receive a subaward through the Underlying Agreement, unless that entity has provided its DUNS number to the Recipient,

(3) Reporting Subawards and Executive Compensation. The Recipient agrees to comply with the award terms in "Appendix A" of U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. part 170:

(a) Reporting of First-Tier Subawards.

1 Applicability. The Recipient agrees that when it takes an action that obligates $25,000 or more in Federal funds for a subaward to an entity:

a General Requirement. It must report each such action as provided in section 8.c(3) of this Master Agreement, but

b Exception. It need not report an obligation of $25,000 or more in Federal funds, if:

(i) The Recipient is exempt from OMB's Special Reporting Requirements as provided in section 8.c(3)(c)3 of this Master Agreement, or

(ii) Recovery Act funds, as defined in the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, § 1512(a)(2), are obligated for the subaward, and

(See definitions in § 8.c(4) of this Master Agreement).

2 Where and when to report.

a The Recipient agrees to report each obligating action described in section 8.c(3)(c)3 of this Master Agreement to http://www.fsrs.gov, and

b The Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, and

(For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3 What to report. The Recipient agrees to report the information about each obligating action required by the submission instructions posted at http://www.usaspending.gov,

(b) Reporting Total Compensation of the Recipient's Executives.

1 Applicability and what to report. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:

a The total Federal funding authorized to date for the Underlying Agreement is $25,000 or more,

b In its preceding fiscal year, the Recipient:

(i) Received 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal funds subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards), and

(ii) Received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal funds subject to the Transparency Act, Pub. L. 109-282, as defined in 2 C.F.R. § 170.320 (and subawards), and

c The public does not have access to information about the compensation of the Recipient executives through periodic reports filed under:

(i) Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a),

(ii) Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or

(iii) Section 6104 of the Internal Revenue Code of 1986, and

(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2 Where and when to report. The Recipient agrees to report executive total compensation described in section 8.c(3)(a)1 of this Master Agreement:

a As part of the Recipient's registration profile at http://www.sam.gov, and

b By the end of the month after the month in which the Underlying Agreement is executed and annually thereafter,

(c) Reporting of Total Compensation of the Subrecipient's Executives.

1 Applicability and what to report. Unless exempt as provided in section 8.c(3)(c)3 of this Master Agreement, the Recipient agrees to report the names and total compensation of each first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:

a In its preceding fiscal year, the Subrecipient:

(i) Received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal funds subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards), and

(ii) Received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal funds subject to the Transparency Act (and subawards), as defined in 2 C.F.R. § 170.320, and

b The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under:

(i) Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a),

(ii) Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or

(iii) Section 6104 of the Internal Revenue Code of 1986,

(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2 Where and when to report. The Recipient agrees to report the Subrecipient executives' total compensation described in section 8.c(3)(c)1 of this Master Agreement:

a To FTA and elsewhere as may be determined by the Government, and

b By the end of the month following the month during which the Recipient makes the subaward, and

(For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the Subrecipient by November 30 of that year.)

3 Exemptions. Any Recipient that had gross income under $300,000 from all sources in the previous tax year is exempt from these Federal requirements to report:

a Subawards, and

b The total compensation of the five highest compensated executives of any Subrecipient, and

(4) Definitions. For purposes of section 8.c of this Master Agreement, the Recipient agrees that the following definitions apply:

(a) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient,

(Additional information about registration procedures may be found at the CCR Internet site (http://www.sam.gov).)

(b) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

(You may obtain a DUNS number from D&B by telephone (866-705-5711) or the Internet (http://fedgov.dnb.com/webform),

(c) Entity, as used in this section 8.c of this Master Agreement, and as defined in 2 C.F.R. part 25, subpart C, includes:

1 A governmental organization that is a State, local government, or Indian tribe,

2 A foreign public entity,

3 A domestic or foreign nonprofit organization,

4 A domestic or foreign for-profit organization, or

5 A Federal agency, but only as a Subrecipient under an award or subaward to a non-Federal entity,

(d) Executive means officers, managing partners, or any other employees in management positions,

(e) Subaward, as it is used in section 8.c of the Master Agreement:

1 Means a legal instrument to provide support for the performance of any portion of the Project or Program for which:

a The Recipient received Federal funds through the Underlying Agreement, and

b The Recipient awards to an eligible Subrecipient,

2 Does not include the Recipient's procurement of property and services necessary to carry out its Project or Program, and

3 May be provided through any legal agreement, including an agreement that the Recipient considers a contract,

(See subpart B, § __.210 of U.S OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations.")

(f) Subrecipient means an entity that:

1 Receives a subaward from the Recipient through the Underlying Agreement, and

2 Is accountable to the Recipient for the use of the Federal funds provided by the subaward, and

(g) Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or Subrecipient's preceding fiscal year and includes:

1 Salary,

2 Bonus,

3 The value of awards of stock, stock options, and stock appreciation rights, based on the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year as provided in the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments,

4 Earnings for services under non-equity incentive plans,

(This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.)

5 Change in pension value,

(This is the change in present value of defined benefit and actuarial pension plans.)

6 Above-market earnings on deferred compensation which is not tax-qualified, and

7 Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000, and

(5) Other Prospective U.S. OMB Reporting Guidance. U.S. OMB has issued proposed guidance, "Recipient Integrity and Performance Matters," to be published in 2 C.F.R. part 35. The proposed guidance contains a mandatory "award term" that would affect the Recipient's reporting requirements when U.S. OMB issues final guidance, and

(For more information, see 17 C.F.R. § 229.402(c)(2).)

d. Project Closeout. The Recipient agrees that Project closeout does not alter the record-keeping and reporting requirements of this section 8 of this Master Agreement.

Section 9. Record Retention. The Recipient agrees that it will retain, and will require its Third Party Participants to retain:

a. Types of Records. Complete and readily accessible records related in whole or in part to the Project, including:

(1) Data,

(2) Documents,

(3) Reports,

(4) Records,

(5) Statistics,

(6) Subagreements,

(7) Leases,

(8) Third party contracts,

(9) Arrangements,

(10) Other third party agreements of any type, and

(11) Supporting materials related to those records,

b. Retention Period. All records listed in the preceding § 9.a of this Master Agreement, as provided by 49 C.F.R. § 18.36(i)(11) and 49 C.F.R. § 19.53(b):

(1) Start. From the beginning of the Project, and

(2) Duration. Through the course of the Project, until:

(a) Three years after the Recipient has submitted its final expenditure report, and

(b) Other pending matters are closed, and

c. Project Closeout. Project closeout does not alter the record retention requirements of this section 9 of this Master Agreement.

Section 10. Access to Records and Sites of Project Performance.

a. Access to Recipient and Third Party Participant Records. The Recipient agrees that:

(1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:

(a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,

(b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and

(c) Recipient and Subrecipient,

(2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed in the preceding section 10.a(1) of this Master Agreement to do the following:

(a) Inspect all:

1 Project work,

2 Project materials,

3 Project payrolls, and

4 Other Project data, and

(b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:

1 Books,

2 Records,

3 Accounts, or

4 Other locations,

b. Access to Sites of Project Performance. The Recipient agrees to permit and to require its Third Party Participants to permit Federal awarding agencies, specifically FTA, to make site visits as needed in accordance with:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. § 18.40(e), and

(2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. § 19.51(g), and

c. Project Closeout. Project closeout does not alter the access requirements of this section 10 of this Master Agreement.

Section 11. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days after Project completion or termination, the Recipient agrees to submit:

(1) Its final Financial Status Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425),

(2) A certification of Project expenses, and

(3) The necessary Project audit reports,

b. Audit of Recipients. Except as the Federal Government determines otherwise in writing, the Recipient acknowledges and agrees that:

(1) Audits Required. It will obtain the following audits:

(a) Annual "Single Audit". Financial and compliance audits that comply with:

1 The Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,

2 49 C.F.R. § 18.26, if the Recipient is a State, Local, or Indian Tribal Government,

3 49 C.F.R. § 19.26, if the Recipient is an institution of higher learning, or a private nonprofit entity,

4 U.S. OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and

5 The most recent OMB A-133 Compliance Supplement for U.S. DOT Supplement, and any revision to that OMB Compliance Supplement, and

(b) Other Audits. Other audits the Federal Government may require,

(2) Auditing Standards. It will conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in conducting audits required for the Project, and

(3) Costs of Audits. Audit costs for Project administration and management are allowable as authorized by Federal Cost Principles in:

(a) U.S. OMB, "Cost Principles for State, Local, and Indian Tribal Governments (U.S. OMB Circular A-87)," 2 C.F.R. part 225,

(b) U.S. OMB, "Cost Principles for Educational Institutions (U.S. OMB Circular A-21)," 2 C.F.R. part 220,

(c) U.S. OMB, "Cost Principles for Non-profit Organizations (U.S. OMB Circular A-122), 2 C.F.R. part 230, or

(d) The FAR, specifically 31 C.F.R. chapter 1, subpart 31.2,

c. Amounts Owed to the Federal Government. The Recipient agrees to return to the Federal Government any:

(1) Excess Federal payments it receives for disallowed costs,

(2) Amounts it recovers from third parties or other sources, and

(3) Interest assessed, penalties, and administrative charges required by section 7.r(1)(d) – (f) of this Master Agreement,

d. Project Closeout. The Recipient agrees that Project closeout:

(1) Occurs when FTA notifies the Recipient that the Project is closed and:

(a) Approves the final Federal payment, or

(b) Acknowledges receipt of the proper refund,

(2) Does not alter its audit responsibilities, and

(3) Does not invalidate any continuing requirements of:

(a) Applicable Federal law,

(b) Applicable Federal regulation,

(c) The Underlying Agreement or this Master Agreement, or

(d) FTA's final notice or acknowledgment of Project closeout.

Section 12. Right of the Federal Government to Terminate. The Recipient agrees to all of the following:

a. Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:

(1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project,

(2) The Recipient has failed to make reasonable progress on the Project, or

(3) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,

b. Financial Implications.

(1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and

(2) The Federal Government may:

(a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:

1 Failing to make adequate progress,

2 Failing to make appropriate use of the Project property, or

3 Failing to comply with the Underlying Grant Agreement or this Master Agreement, and

(b) Require the Recipient to refund:

1 The entire amount of Federal funds provided for the Project, or

2 Any lesser amount as the Federal Government may determine, and

c. Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.

Section 13. Civil Rights. The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of:

(a) Race,

(b) Color,

(c) Religion,

(d) National origin,

(e) Sex,

(f) Disability, or

(g) Age, and

(2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes:

(a) Exclusion from participation,

(b) Denial of program benefits, or

(c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

(1) Prohibit discrimination based on:

(a) Race,

(b) Color, or

(c) National origin,

(2) Comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq*.,

(b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 13.a of this Master Agreement, and

(3) Except as FTA determines otherwise in writing, follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.

(b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and

(c) Other applicable Federal guidance that may be issued,

c. <u>Equal Employment Opportunity</u>.

(1) <u>Federal Requirements and Guidance</u>. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement, and

(d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing,

(2) <u>General</u>. The Recipient agrees to:

(a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:

1 Race,

2 Color,

3 Religion,

4 Sex,

5 Disability,

6 Age, or

7 National origin,

(b) Take affirmative action that includes, but is not limited to:

1 Recruitment advertising,

2 Recruitment,

3 Employment,

4 Rates of pay,

5 Other forms of compensation,

6 Selection for training, including apprenticeship,

7 Upgrading,

8 Transfers,

9 Demotions,

10 Layoffs, and

11 Terminations, and

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:

(1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement,

(2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:

> The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and

(3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,

(4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities,

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) Federal regulations, including:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,

(c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,

(f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,

(g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and

(j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq*.,

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq*., and

(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. <u>Access to Services for People with Limited English Proficiency</u>. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

(1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and

(2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg*. 74087, December 14, 2005,

j. <u>Environmental Justice</u>. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

(1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and

(2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg*. 18377, April 15, 1997, and

(3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. <u>Other Nondiscrimination Laws</u>. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:

(1) Comply with other applicable Federal nondiscrimination laws and regulations, and

(2) Follow Federal guidance prohibiting discrimination.

Section 14. Planning. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. <u>Planning Provisions</u>. To assure that its Project is consistent with the Recipient's plans that:

(1) The Recipient agrees to comply with the:

(a) Metropolitan planning requirements of:

1 49 U.S.C. § 5303, as amended by MAP-21, and

2 The following regulations:

a Joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Metropolitan Transportation Planning and Programming), 23 C.F.R. part 450 and 49 C.F.R. part 613 to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5304, as amended by MAP-21, and

b FTA regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, including any amendments thereto when issued, and

(b) Metropolitan planning requirements of:

1 49 U.S.C. § 5304, as amended by MAP-21, and

2 Joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Statewide Transportation Planning and Programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the State planning requirements of 49 U.S.C. § 5304, as amended by MAP-21, and

(2) The Recipient agrees to follow, except as FTA determines otherwise in writing:

(a) Any applicable guidance FTA adopts to implement the MAP-21 amendments to 49 U.S.C. §§ 5303 or 5304 that may add performance-based planning and other planning changes, when issued,

(b) Any guidance FTA adopts to implement the MAP-21 amendments to the joint FHWA/FTA regulations, "Planning and Assistance Standards," 23 C.F.R. part 450 and 49 C.F.R. part 613, and

(d) Applicable Federal guidance, and

b. Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring, as feasible:

(1) The opportunity to:

(a) Participate and coordinate with the Recipient in the design and delivery of FTA-funded transportation services, and

(b) Be included in planning for the Recipient's FTA-funded transportation services, and

(2) Making that opportunity available to:

(a) Federally funded State or local governmental agencies that:

1 Receive funds for nonemergency transportation, but

2 Do not receive funds for nonemergency transportation from U.S. DOT, and

(b) Federally funded nonprofit organizations that:

1 Receive funds for nonemergency transportation, but

2 Do not receive funds for nonemergency transportation from U.S. DOT.

Section 15. Private Enterprise. The Recipient agrees to protect the interests of private enterprise affected by Federal public transportation programs by:

a. Participation. Encouraging private enterprise to participate in the planning of public transportation and the programs that provide public transportation, to the extent permitted by 49 U.S.C. § 5306,

b. Just Compensation. Providing just compensation for the property acquired, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C), and

c. Infrastructure. Except as FTA determines otherwise in writing, following the infrastructure investment recommendations of:

(1) Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and

(2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 16. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow Federal guidance, including:

a. Buy America. Domestic preference procurement requirements of:

(1) 49 U.S.C. § 5323(j), as amended by MAP-21, and

(2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21,

b. Cargo Preference – Use of United States-Flag Vessels. Shipping requirements of:

(1) 46 U.S.C. § 55305, and

(2) U.S. Maritime Administration regulations, “Cargo Preference - U.S.-Flag Vessels,” 46 C.F.R. part 381, and

c. Fly America. Air transportation requirements of:

(1) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and

(2) U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

Section 17. Procurement. The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

a. Federal Laws, Regulations, and Guidance. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,

(2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and

(4) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time,

b. Full and Open Competition. The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA,

c. Exclusionary or Discriminatory Specifications. The Recipient agrees not to use any FTA Project funds for any procurement based on exclusionary or discriminatory specifications, as provided by 49 U.S.C. § 5325(h), unless authorized by other applicable Federal laws or regulations,

d. Geographic Restrictions. The Recipient agrees not to use any State or local geographic preference, except:

   (1) A preference expressly mandated by applicable Federal law, or

   (2) A preference permitted by FTA, *for example*, in procuring architectural engineering, or related services, the contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete,

e. In-State Bus Dealer Restrictions. The Recipient agrees that any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles supported with funding made available or appropriated for 49 U.S.C. chapter 53, as provided by 49 U.S.C. § 5325(i),

f. Organizational Conflicts of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest:

   (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

      (a) To that Third Party Participant or another Third Party Participant performing the Project work, and

      (b) That impairs that Third Party Participant's objectivity in performing the Project work, or

   (2) Other. May involve other situations resulting in fundamentally unfair competitive conditions,

g. Project Labor Agreements. As a condition of contract award, the Recipient may require a Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009, 41 U.S.C. chapter 39, Refs. & Annos., except as the Federal Government determines otherwise in writing,

h. Federal Supply Schedules. The Recipient agrees that:

   (1) Federal restrictions apply to the use of Federal Supply Schedules by a:

      (a) State,

(b) Local government, or

(c) Nonprofit entity, and

(2) If it is a State, local government, or nonprofit entity, it may not use Federal Supply Schedules to acquire federally assisted property or services, except as permitted by:

(a) Applicable Federal laws or regulations, or

(b) Applicable Federal guidance or determinations issued by:

1 U.S. GSA,

2 U.S. DOT,

3 FTA, or

4 Another authorized Federal department or agency,

i. Force Account. The Recipient agrees that FTA may determine the amount of Federal funds it may use for its force account costs,

j. FTA Technical Review. The Recipient agrees that FTA may review and approve its technical specifications and requirements as FTA believes necessary to ensure proper Project administration,

k. Relationship of Project Approval to Third Party Contract Approval. The Recipient agrees that FTA's award of Federal funds for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project, except as FTA determines otherwise in writing,

l. Preference for Recycled Products. Except as the Federal Government determines otherwise in writing, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient by:

(1) Complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and

(2) Complying with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247,

m. Clean Air and Clean Water. The Recipient agrees to include adequate provisions in each third party agreement exceeding $100,000 to ensure that each Third Party Participant will agree to:

(1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"

(2) Refrain from using any violating facilities,

(3) Report violations to FTA and the Regional U.S. EPA Office, and

(4) Comply with the inspection and other requirements of:

(a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and

(b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377,

n. National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to:

(1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and

(2) Except as the Federal Government determines otherwise in writing, follow:

(a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and

(b) Any other applicable Federal guidance,

o. Rolling Stock. The Recipient agrees that:

(1) Each third party contract award for rolling stock will be based on any of the following factors in compliance with 49 U.S.C. § 5325(f):

(a) Initial capital costs,

(b) Performance, standardization, life cycle costs, and other relevant factors, or

(c) Another competitive procurement process,

(2) Multi-year Options. Funds authorized by 49 U.S.C. chapter 53 may be used to finance options to purchase additional rolling stock or replacement parts, only if:

(a) Bus Procurements. For a bus procurement:

1 The underlying third party contract provides an option to purchase additional buses or replacement parts, and

2 As required by 49 U.S.C. § 5325(e)(1)(A), that option may not exceed five years, and

(b) Rail Procurements. For a rail procurement:

1 The underlying third party contract provides an option to purchase additional railcars or replacement parts, and

2 As required by MAP-21, which amended 49 U.S.C. § 5325(e)(1)(B), that option:

a May not exceed seven years, and

b May not allow for significant changes or alterations to the rolling stock,

(3) Pre-award and Post Delivery Requirements. It will complete the pre-award and post-delivery reviews required by:

(a) Federal transit law, specifically 49 U.S.C. § 5323(m), and

(b) FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. part 663, and

(4) Bus Testing. It will complete the bus testing required by:

(a) Federal transit law, specifically 49 U.S.C. § 5318(e), as amended by MAP-21, and

(b) FTA regulations, "Bus Testing," 49 C.F.R. part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21,

p. Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance, except as FTA determines otherwise in writing:

(1) Construction. As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide:

(a) Bid guarantee bonds,

(b) Contract performance bonds, and

(c) Payment bonds, and

(2) Activities Not Involving Construction. For project activities not involving construction:

(a) It will not impose excessive bonding, and

(b) It will follow FTA guidance,

q. Architectural Engineering or Related Services. When procuring architectural engineering or related services supported with funds made available or appropriated for 49 U.S.C. chapter 53 or under any other applicable law requiring the Project to be administered under 49 U.S.C. chapter 53, the Recipient agrees that it will comply, and assures its Subrecipients will comply, with 49 U.S.C. § 5325(b):

(1) It and its Subcontractors at any tier:

(a) Will negotiate for these services in the same manner as a contract for those services negotiated under chapter 11 of Title 40, United States Code, or

(b) Will comply with an equivalent State qualifications-based requirement for contracting for those services, if the State has adopted that type of law before August 10, 2005,

(2) Upon awarding a contract for architectural engineering or related services, it and its Subcontractors at any tier:

(a) Will use the FAR cost principles of 48 C.F.R. part 31 when carrying out and auditing its third party contracts or subcontracts,

(b) Will accept the indirect cost rates established by a cognizant Federal or State government agency consistent with FAR requirements that apply for one-year accounting periods, if those rates are not currently under dispute,

(c) Will use indirect cost rates accepted by a cognizant Federal or State government agency for contract or subcontract:

1 Estimation,

2 Negotiation,

3 Administration,

4 Reporting, and

5 Payment without limitation by administrative or de facto ceilings, and

(d) As required by 49 U.S.C. § 5325(b)(2)(D), together with the members of any group of entities sharing cost or rate data described in the preceding section 17.p(2)(c) of this Master Agreement:

1 Will notify any affected firm before requesting or using that data,

2 Will maintain the confidentiality of that data, and assure that the data is not accessible or provided to others, and

3 Will not disclose that data under any circumstances if prohibited by 49 U.S.C. § 5325(b) or other applicable law,

r. Design-Build Projects. As provided by 49 U.S.C. § 5325(d)(2), the Recipient may use a design-build procurement to carry out its Project after it has complied with applicable Federal laws and regulations, and as provided in Federal guidance, except as the Federal Government determines otherwise in writing,

s. Award to Other than the Lowest Bidder. The Recipient may award a third party contract to other than the lowest bidder, as provided in 49 U.S.C. § 5325(c), if the award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53, and any implementing Federal regulations or guidance that FTA may issue, except as FTA determines otherwise in writing,

t. Award to Responsible Contractors. The Recipient agrees that:

(1) Capability. It will award third party contracts only to contractors able to carry out the procurement successfully, as provided by 49 U.S.C. § 5325(j), and

(2) Criteria. Before awarding a third party contract, it will consider the proposed contractor's:

(a) Integrity,

(b) Compliance with public policy,

(c) Past performance, and

(d) Financial and technical resources,

u. Access to Third Party Contract Records. The Recipient agrees to require, and assures that its Subrecipients will require, its Third Party Contractors at each tier, to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable Federal laws and regulations or to assure proper Project management as determined by FTA,

v. Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of:

(1) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and

(2) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and

w. Veterans Employment. As provided by 49 U.S.C. § 5325(k):

(1) To the extent practicable, the Recipient agrees that it:

(a) Will give a hiring preference to veterans (as defined by as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

(b) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

(2) The Recipient also assures that its subrecipients will:

(a) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

(b) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Section 18. Leases. The Recipient agrees to:

a. Capital Leases. Comply with FTA regulations, "Capital Leases," 49 C.F.R. part 639, and

b. Leases Involving Certificates of Participation. Obtain FTA concurrence before entering into any FTA assisted leasing arrangement involving certificates of participation.

Section 19. Patent Rights.

a. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in the preceding section 19.a(2) of this Master Agreement, the Recipient agrees to:

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

b. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:

(a) 35 U.S.C. § 200 *et seq*., and

(b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

c. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

(a) For compliance with 35 U.S.C. § 200 *et seq*., which applies to patent rights developed under a federally funded research-type project, and

(b) As FTA determines otherwise in writing.

Section 20. Rights in Data and Copyrights.

a. Definition of "Subject Data." As used in this section 20 of this Master Agreement, "subject data" means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

b. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:

(a) Computer software,

(b) Standards,

(c) Specifications,

(d) Engineering drawings and associated lists,

(e) Process sheets,

(f) Manuals,

(g) Technical reports,

(h) Catalog item identifications, and

(i) Related information, but

(2) Do not include:

(a) Financial reports,

(b) Cost analyses, or

(c) Other similar information used for Project administration,

c. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:

(a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or

(b) Permit others to do so, but

(2) Exceptions. The prohibitions of the preceding § 20.c(1) of this Master Agreement do not apply to:

(a) Publications or reproductions for the Recipient's own internal use,

(b) An institution of higher learning,

(c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or

(d) The portion of data that has the Federal Government's prior written consent for release,

d. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is:

(a) Royalty-free,

(b) Non-exclusive, and

(c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:

(a) Reproduce the subject data,

(b) Publish the subject data,

(c) Otherwise use the subject data, and

(d) Permit other entities or individuals to use the subject data, and

e. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. This section 20.e of this Master Agreement does not apply to an adaptation of automatic data processing equipment or program that is both:

(a) For the Recipient's use, and

(b) Acquired with FTA capital program funding,

f. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

(a) For compliance with 35 U.S.C. § 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and

(b) As FTA determines otherwise in writing,

g. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient.

(a) If it willfully or intentionally violates any:

1 Proprietary rights,

2 Copyrights, or

3 Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data:

1 Publication,

2 Translation,

3 Reproduction,

4 Delivery,

5 Use, or

6 Disposition, then

(c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:

1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and

3 Federal Government's agents acting within the scope of their official duties, but

(2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding section 20.g(1) of this Master Agreement if:

(a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or

(b) State law. If indemnification is prohibited or limited by applicable State law,

h. Restrictions on Access to Patent Rights. Nothing in this section 20 of this Master Agreement pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

i. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Sections 20.a, b, c, and d of this Master Agreement generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

j. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Section 21. Use of Real Property, Equipment, and Supplies.

The Recipient understands and agrees that the Federal Government retains a Federal interest in all federally funded real property, equipment, and supplies (Project property) until, and to the extent, the Federal Government removes that Federal interest, therefore:

a. Use of Project Property. The Recipient agrees to all of the following:

(1) Satisfactory Continuing Control. The Recipient agrees to maintain continuing control of the use of Project property satisfactory to FTA,

(2) Use for Project Purposes. The Recipient agrees to use Project property for appropriate Project purposes (including joint development purposes as well as uses that provide program income to support public transportation):

(a) For the duration of the useful life of that property, which may extend beyond the duration of the Underlying Agreement, and

(b) Consistent with other requirements FTA may impose,

(3) Delay or Failure to Use Project Property. The Recipient agrees that the Federal Government may require it to return the entire amount of Federal funds spent on that property if, during its useful life, the Recipient has:

(a) Unreasonably delayed using its Project property, or

(b) Failed to use its Project property, and

(4) The Recipient further agrees to notify FTA immediately when:

(a) It uses any Project property in a manner substantially different from:

1 The representations in its Application or other documents submitted in support of the Underlying Agreement, or

2 The requirements of the Underlying Agreement and this Master Agreement, or

(b) It withdraws any Project property from Project use,

b. General Federal Requirements.

(1) State. A Recipient that is a State understands and agrees to:

(a) Comply with the property management standards of 49 C.F.R. §§ 18.31 – 18.34, with the understanding that FTA and the State recognize that:

1 The State is authorized by 49 C.F.R. § 18.32(b) to follow its State laws and procedures for equipment:

a Use,

b Management, and

c Disposition, but

2 The State understands and agrees to comply with the following provisions of this Master Agreement:

a Premature withdrawal, section 21.h(4),

b Valuation, section 21.h and section 21.i(1),

c Insurance, section 21.j,

d Misused or Damaged Project Property, section 21.k, and

e Sale, section 21.l(1)(c).

(b) Comply with other applicable Federal laws and regulations, and

(c) Follow applicable Federal guidance, except as the Federal Government determines otherwise in writing,

(2) Local Government, or Indian Tribal Government. A Recipient that is a local government or Indian tribal government agrees that it will:

(a) Comply with the property management standards of 49 C.F.R. §§ 18.31 – 18.34,

(b) Comply with other applicable Federal laws and regulations, and

(c) Follow applicable Federal guidance, except as the Federal Government determines otherwise in writing,

(3) Institution of Higher Education or Private Nonprofit Entity. A Recipient that is an institution of higher education or private nonprofit entity agrees that it will:

(a) Comply with the property management standards of 49 C.F.R. §§ 19.30 – 19.37,

(b) Comply with other applicable Federal laws and regulations, and

(c) Follow applicable Federal guidance, except as the Federal Government determines otherwise in writing,

(4) For-Profit Entity. A Recipient that is a for-profit entity agrees that it will comply with property management standards satisfactory to FTA, and

(5) Reimbursement. The Recipient also agrees that it will follow FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in section 21.h(4)(c) of this Master Agreement and FTA guidance, except as FTA determines otherwise in writing,

c. Maintenance. As required by Federal laws and regulations, and as provided in Federal guidance, except as FTA determines otherwise in writing, the Recipient agrees to:

   (1) Maintain its Project property in good operating order, and

   (2) Comply with its Transit Asset Management Plan when developed, that is required by 49 U.S.C. § 5326, as amended by MAP-21, and as agreed to in section 22 of this Master Agreement,

d. Records. The Recipient agrees that:

   (1) Record-keeping. It will keep satisfactory records of its use of the Project property, and

   (2) Provide Information. Upon request, it will provide FTA the information required to assure compliance with this section 21 and also section 22 of this Master Agreement,

e. Incidental Use. The Recipient agrees that:

   (1) General. Any incidental use of Project property will not exceed that permitted under Federal laws or regulations and as provided in Federal guidance, and

   (2) Alternative Fueling Facilities. As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally funded alternative fueling facilities and equipment, only if:

      (a) The incidental use does not interfere with its public transportation operations or the Project,

      (b) It fully recaptures all costs related to the incidental use from the nontransit public entity or private entity,

      (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and

      (d) Private entities pay all applicable excise taxes on fuel,

f. Reasonable Access to Private Intercity Transportation Operators or Charter Transportation Operators. The Recipient understands and agrees that it must comply with 49 U.S.C. § 5323(r), as amended by MAP-21, which requires the following:

   (1) A recipient of funding under 49 U.S.C. chapter 53 must provide reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including:

(a) An intermodal facility,

(b) A park and ride lot, and

(c) A bus-only highway lanes, and

(2) To determine reasonable access, consideration must be given to:

(a) Capacity requirements of the Recipient whose facility would be used, and

(b) The extent to which access would be detrimental to existing public transportation services,

g. Encumbrance of Project Property. Absent the express written consent of the Federal Government, the Recipient agrees to preserve the Federal interest in and maintain satisfactory continuing control of its Project property as follows:

(1) Written Transactions. The Recipient agrees that it will not execute any documents if doing so would either adversely affect the Federal interest in or impair its continuing control of the use of its Project property, including:

(a) Transfer of title,

(b) Lease,

(c) Lien,

(d) Pledge,

(e) Mortgage,

(f) Encumbrance,

(g) Third party contract,

(h) Subagreement,

(i) Grant anticipation note,

(j) Alienation,

(k) Innovative finance arrangement, such as:

1 A cross border lease,

2 A leveraged lease, or

3 Other types of innovative financing arrangements, or

(l) Any other obligation applicable to the Project property,

(2) Oral Transactions. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the Federal interest in or impair its continuing control of the use of its Project property, and

(3) Other Actions. The Recipient agrees that it will not take any other action that would either adversely affect the Federal interest in or impair its continuing control of the use of its Project property,

h. Useful Life of Project Property. The Recipient agrees that:

(1) Determining the Useful Life. FTA may establish the useful life of Project property,

(2) Required Use. It will use Project property continuously and appropriately throughout the useful life of that property,

(3) Expired Useful Life. When the useful life of Project property has expired, it will comply with FTA's disposition requirements, and

(4) Premature Withdrawal. The Federal Government retains a Federal interest in the fair market value of Project property (including the fair market value of FTA assisted equipment acquired by a State) prematurely withdrawn from public transportation use, and

(a) Notice. The Recipient will notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by:

1 Planned withdrawal,

2 Misuse, or

3 Casualty loss,

(b) Amount of Federal Interest. The Federal interest in the Project property will be determined on the basis of the ratio of the Federal funds provided for the Project property to the actual cost of that property, and

(c) Financial Obligations to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:

1 It will return an amount equal to the remaining Federal interest in the withdrawn Project property to the Federal Government, or

2 With FTA approval, it will invest an amount equal to the remaining Federal interest in the withdrawn Project property in like-kind property that for funding within the scope of the Project that provided Federal funds for the Project property that has been prematurely withdrawn from appropriate Project use,

i. Calculating the Value of Prematurely Withdrawn Project Property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from Project use (including the fair market value of Project equipment acquired by a State) will be calculated as follows:

(1) Equipment and Supplies. Except as FTA determines otherwise in writing:

(a) The fair market value of Project equipment and supplies will be calculated by straight-line depreciation, based on the useful life of the equipment or supplies as established or approved by FTA,

(b) The fair market value of the withdrawn Project equipment and supplies will be based on their value immediately before the occurrence prompting their withdrawal from appropriate use,

1 Irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and

2 Irrespective of the extent of insurance coverage, and

(c) As authorized by 49 C.F.R. § 18.32(b), a State may use its own property disposition procedures, provided that those procedures comply with the laws of that State, and

(2) Real Property. The Recipient agrees that the fair market value of real property financed under the Project shall be determined by:

(a) Competent appraisal based on an appropriate date approved by FTA, as provided by U.S. regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24,

(b) Straight line depreciation of federally funded improvements to the real property coupled with the value of the land determined by FTA on the basis of appraisal, or

(c) Other applicable Federal laws or regulations, and

(3) Exceptional Circumstances. The Recipient agrees that:

(a) The Federal Government may require another method to be used to determine the fair market value of Project property withdrawn from service,

(b) In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to:

1 Accelerated depreciation,

2 Comparable sales, or

3 Established market values, and

(c) In determining whether to approve such a request under section 21.i(3)(b) of this Master Agreement, the Federal Government may consider any:

1 Action the Recipient took,

2 Omission the Recipient made, or

3 Unfortunate occurrence the Recipient suffered,

j. Insurance Proceeds. The Recipient agrees to use any insurance proceeds it receives for the damaged or destroyed Project property (including insurance proceeds for FTA assisted equipment acquired by a State) as follows:

(1) Replacement. It may apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property, or

(2) Return to the Federal Government. It may return to the Federal Government an amount equal to the amount of the remaining Federal interest in the damaged or destroyed Project property,

k. Misused or Damaged Project Property. If any damage to Project property results from any abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees that:

(1) Restore. It will restore the damaged property to its original condition, or

(2) Refund. It will refund the value of the Federal interest in that property (including the remaining Federal interest in FTA assisted equipment acquired by a State), as the Federal Government may require,

l. Disposition of Project Property. The Recipient understands and agrees that:

(1) Methods. With prior FTA approval, the Recipient may dispose of Project property in the following ways and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects as permitted by 49 U.S.C. § 5334(h)(4):

(a) Lease. Except as the Federal Government has determined otherwise in writing, if it leases Project property to another party, it will:

1 Use a written lease or another similar document to:

a Retain ownership of the leased property, and

b Assure that the lessee will use the property appropriately, and

2 Provide a copy of the lease and any relevant documents to FTA upon request,

(b) Transfer.

1 Recipient Request. It may transfer any Project property supported with funds made available or appropriated for 49 U.S.C. chapter 53 to a local governmental authority provided:

a The Project property will be used for a public purpose,

b The Federal Transit Administrator approves the transfer, and

c The transfer conforms to 49 U.S.C. § 5334(h)(1) – 5334(h)(3), and

2 Federal Government Direction. The Recipient agrees that the Federal Government may require it to transfer title to any federally funded Project property, as provided by 49 C.F.R. parts 18 or part 19, or

(c) Sale. If it sells Project property, the Recipient agrees to use the sales procedures in 49 C.F.R. part 18 or part 19, and

(2) Use of Proceeds. The Recipient understands and agrees that:

(a) It (including a State) must return the proportionate part of the sales proceeds of property to FTA based on the percentage of FTA funding used to acquire that property, and

(b) As permitted by 49 U.S.C. § 5334(h)(4), it may use the proceeds to reduce the gross project cost of other eligible capital public transportation projects, and

m. Responsibilities After Project Closeout. Except as the Federal Government determines otherwise in writing, the Recipient agrees that Project closeout will not change the Recipient's Project property management responsibilities provided in:

(1) Federal laws, regulations, and guidance effective now or at a later date, and

(2) This section 21 of this Master Agreement.

Section 22. Transit Asset Management. The Recipient agrees to all of the following:

a. Transit Asset Management Plan. As required by 49 U.S.C. § 5326(b)(2):

(1) It will develop a Transit Asset Management Plan that:

(a) Complies with:

1 Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21,

2 Federal regulations pertaining to:

a The National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and

b Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, and

3 Other applicable Federal laws and regulations, and

(b) Is consistent with Federal guidance developed or to be developed to implement 49 U.S.C. § 5326, as amended by MAP-21, except as FTA determines otherwise in writing, and

(2) It will provide progress and performance reports as required by 49 U.S.C. § 5326(c)(3), as amended by MAP-21,

b. Types of Regulations. Among the Federal regulations that will apply are regulations required by 49 U.S.C. § 5326, as amended by MAP-21, to be established, including:

(1) National Transit Asset Management System regulations that would:

(a) Establish a definition of the term "state of good repair" that would establish objective standards for measuring the condition of the Recipient's capital assets, including:

1 Equipment,

2 Rolling Stock,

3 Infrastructure, and

4 Facilities,

(b) Require the recipient and its subrecipients to develop a transit asset management Plan that would include, at a minimum:

1 Capital asset conditions and inventories,

2 Decision support tools, and

3 Investment prioritization,

(c) Require each Designated Recipient of Federal funding under 49 U.S.C. chapter 53 to:

1 Report on the condition of the Recipient's public transportation system to which it allocates FTA funding, and

2 Provide a description of any change in condition of that public transportation system since the last report,

(d) Require an analytical process or decision support tool for use by public transportation systems that:

1 Allows for the estimation of capital investment needs of such systems over time, and

2 Assists with asset investment prioritization by such systems, and

(e) Provide technical assistance to the Recipients of Federal funding under 49 U.S.C. chapter 53, and

(2) Performance Measures regulations based on the state of good repair standards established in the National Transit Asset Management System regulations,

c. Performance Targets. It will establish performance targets in relation to the performance measures established these regulations as required by 49 U.S.C. § 5326(c)(2):

(1) Not later than three months after FTA issues final performance measures regulations to implement 49 U.S.C. § 5326(c)(1), as amended by MAP-21, and

(2) Each fiscal year thereafter, and

d. When Compliance is Required. It will comply the requirements of the final Federal regulations required by 49 U.S.C. § 5326, as amended by MAP-21, when issued, within the time period specified in those regulations.

Section 23. Insurance. In addition to other insurance requirements that may apply, the Recipient agrees to all of the following:

a. Flood Hazards. It will comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving:

(1) Construction having an insurable cost of $10,000 or more, or

(2) An acquisition having an insurable cost of $10,000 or more, and

b. Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.

Section 24. Relocation.

a. Relocation Protections. Irrespective of Federal participation in relocation costs for the Project, the Recipient agrees that it will:

(1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of its capital project for which the FTA has provided Federal funding and

(2) Comply with:

(a) Federal transit laws, specifically 49 U.S.C. § 5323(b),

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and

(c) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24,

b. Nondiscrimination in Housing. The Recipient agrees that when it must provide housing for individuals as a result of the relocation, it will:

(1) Comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and

(2) Facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing, and

c. Prohibition Against the Use of Lead-Based Paint. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by the Project:

(1) It will not use lead-based paint, and

(2) It will comply with:

(a) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and

(b) U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 C.F.R. part 35.

Section 25. Real Property.

a. Real Property Acquisition Protections. Irrespective of Federal participation in real property acquisition costs for the Project, the Recipient agrees to all of the following:

(1) It will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of a capital project funded by FTA, and

(2) It will comply with:

(a) Federal transit laws, specifically 49 U.S.C. § 5323(b),

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq*., and

(c) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24,

b. Covenant Assuring Nondiscrimination. The Recipient agrees to include a covenant to assure nondiscrimination during the useful life of the Project in the title of the real property acquired for use in the Project,

c. Recording the Title to Real Property. The Recipient agrees to record the Federal interest in title to real property used in connection with the Project if FTA so requires, and

d. FTA Approval of Changes in Real Property Ownership. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change:

(1) The title to real property used in the Project, or

(2) Any other interests in the site and facilities used in the Project.

Section 26. Construction. Except as the Federal Government determines otherwise in writing, the Recipient agrees to all of the following:

a. Construction Plans and Specifications. It will comply with FTA recommendations and determinations pertaining to:

(1) Its construction:

(a) Plans, and

(b) Specifications, and

(2) Its activities in connection with implementing its construction plans and specifications, including:

(a) Drafting,

(b) Review, and

(c) Approval,

b. Supervision of Construction. It will maintain competent and adequate engineering supervision at the construction site of the Project to ensure that the completed work conforms to the approved plans and specifications,

c. Construction Reports. As required by FTA or the State in which construction takes place, for its construction projects, it will provide:

(1) Progress reports,

(2) Information, and

(3) Other data,

d. Project Management for Major Capital Projects. It will:

(1) Comply with FTA regulations, "Project Management Oversight," 49 C.F.R. part 633, and any amendments to these regulations, and

(2) Except as FTA determines otherwise in writing, follow the most recent edition of FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects," to the extent consistent with applicable Federal laws, regulations, and guidance, and

e. Seismic Safety. It will:

(1) Comply with:

(a) The Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and

(b) U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, and

(2) The Recipient will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, except as the Federal Government determines otherwise in writing.

Section 27. Early Systems Work Agreement.

a. Statutory Requirements. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's capital project, the provisions of 49 U.S.C. § 5309(k)(3) will apply to:

(1) That ESWA,

(2) The Recipient, and

(3) FTA,

b. ESWA Provisions. Except to the extent the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:

(1) Recipient Representations. In view of the standards and obligations imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe:

(a) The Recipient and FTA will enter into a Full Funding Grant Agreement for the Project, and

(b) The terms of the ESWA will promote ultimate completion of the Project more rapidly and at less cost,

(2) FTA Obligations. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the project, including:

(a) Land acquisition,

(b) Timely procurement of system elements for which specifications are decided, and

(c) Other activities FTA decides are appropriate to make efficient, long-term project management easier,

(3) Time Period of ESWA. FTA reserves the right to determine the appropriate period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization for the funding that will support the ESWA's costs,

(4) Interest and Other Financing Costs.--Interest and other financing costs of efficiently carrying out the ESWA within a reasonable time are eligible ESWA costs, provided that:

(a) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing,

(b) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms, and

(c) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA,

(5) Contingent Commitment. In providing funding for the ESWA:

(a) In its discretion, FTA may include a commitment, contingent on amounts to be specified in a later-enacted law, to obligate an additional amount from future available budget authority specified in law to support the costs of the Recipient's ESWA, and

(b) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government, and

(6) Failure to Carry Out the Project. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available, the Recipient must:

(a) Repay all Federal grant funds awarded under the ESWA from all Federal funding sources for:

1 All project activities,

2 All project facilities, and

3 All Project equipment,

(b) Pay reasonable interest charges:

1 Allowable by law, or

2 As established by FTA before or after FTA provided funding for the ESWA, and

(c) Pay reasonable penalty charges:

1 Allowable by law, or

2 As later established by FTA before or after FTA provided funding for the ESWA.

Section 28. Employee Protections. The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

a. Construction Activities. Federal laws and regulations providing protections for construction employees involved in Project activities, including:

(1) Prevailing Wage Requirements.

(a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),

(b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and

(c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(2) Wage and Hour Requirements.

(a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and

(b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(3) "Anti-Kickback" Prohibitions.

(a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,

(b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and

(c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3, and

(4) Safety at the Construction Site.

(a) Section 107 of that Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and

(b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926,

b. Activities Not Involving Construction. Federal laws and regulations providing wage and hour protections for nonconstruction employees, including:

(1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and

(2) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

c. Activities Involving Commerce. The Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq*., to the extent that the FSLA applies:

(1) To employees performing Project work involving commerce, and

(2) As the Federal Government otherwise determines applicable, and

d. Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5308, 5309, 5312, 5316, 5337, or 5339, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

(a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,

(b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,

(c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,

(d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:

1 Any alternative comparable arrangements U.S. DOL has specified for the Project,

2 Any revisions U.S. DOL has specified for the Project, or

3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:

1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,

2 The documents cited in that U.S. DOL certification for the Project,

3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and

4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, which authorizes formula program for rural and nonurbanized areas, or repealed section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, which authorized the Over-the-Road Bus Accessibility Program, U.S. DOL will provide a Special Warranty for those projects. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,

(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including:

<u>1</u> Any alternative comparable arrangements U.S. DOL has specified for the Project,

<u>2</u> Any revisions U.S. DOL has specified for the Project, or

<u>3</u> Both, and

(d) It will comply with the following documents and provisions are incorporated by reference in and made part of the Underlying Agreement:

<u>1</u> The U.S. DOL Special Warranty for its Project,

<u>2</u> The documents cited in that Special Warranty,

<u>3</u> Any alternative comparable arrangements that U.S. DOL has specified for the Project, and

<u>4</u> Any revisions that U.S. DOL has specified for the Project, and

(3) <u>Special Arrangements for 49 U.S.C. § 5310 Projects</u>. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to subrecipients participating in the program to provide public transportation for elderly (seniors) and individuals with disabilities, FTA reserves the right to make the following exceptions:

(a) FTA will make case-case determinations of the applicability of 49 U.S.C. 5333(b) for all transfers of "flex funds, and

(b) FTA reserves the right to make other exceptions as it deems appropriate.

Section 29. Environmental Protections.

a. <u>General</u>. The Recipient understands and agrees that:

(1) Environmental and resource use laws, regulations, and guidance, now in effect or that may become effective in the future, may apply to the Project,

(2) This Master Agreement identifies some of the Federal laws, regulations, and guidance that may apply to its Project,

(3) Federal laws, regulations, and guidance cited in this Master Agreement may be an incomplete list of environmental and resource use requirements that might apply to its Project, including:

(a) Other applicable Federal laws, regulations, and guidance, not identified in this Master Agreement,

(b) State laws, regulations, and guidance, and

(c) Local ordinances, regulations, and guidance,

(4) In some cases, Federal requirements may not be sufficient to meet its State and local environmental and resource use requirements, and

(5) It will, and assures that its Third Party Participants will:

(a) Comply with Federal laws and regulations, and

(b) Follow Federal guidance now in effect or that becomes effective in the future, except as the Federal Government determines otherwise in writing,

b. National Environmental Policy. Federal funding requires the full compliance with applicable environmental laws and regulations. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

(1) Comply and facilitate compliance with Federal laws, regulations, and executive orders, including:

(a) Federal transit laws, specifically 49 U.S.C. § 5323(c)(2), as amended by MAP-21,

(b) The National Environmental Policy Act of 1969, as amended (NEPA), 42 U.S.C. §§ 4321 – 4335 (as limited by 42 U.S.C. § 5159),

(c) U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. parts 1500 – 1508,

(d) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,

(e) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note, and

(f) Other Federal environmental protection laws, regulations, and executive orders applicable to the Project or Recipient, and

(2) Follow the Federal guidance stated herein to the extent that the guidance is consistent with applicable authorizing legislation, except as the Federal Government determines otherwise in writing:

(a) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 *Fed. Reg*. 66576, November 15, 2006, especially:

1 Guidance on implementing 23 U.S.C. § 139 pertaining to environmental procedures, and

2 Guidance on implementing 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, and

(b) Other Federal environmental guidance applicable to the Project or the Recipient,

c. Air Quality. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and implementing Federal regulations, as provided in Federal guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(1) Public Transportation Operators. It will comply with:

(a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. part 85,

(b) U.S. EPA regulations, "Control of Emissions from New and In-Use Highway Vehicles and Engines," 40 C.F.R. part 86, and

(c) U.S. EPA regulations "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles," 40 C.F.R. part 600, and any revisions to these regulations,

(2) State Implementation Plans. It will support State Implementation Plans by:

(a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,

(b) Assuring that any Project identified as a Transportation Control Measure in the State Implementation Plan that applies to the Project will be wholly consistent with the design concept and scope of the Project described in that State Implementation Plan, and

(c) Complying with:

1 Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c),

2 U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23, U.S.C. or the Federal Transit Laws," 40 C.F.R. part 93, subpart A, and

3 Other applicable Federal conformity regulations that may be promulgated at a later date, and

(3) Violating Facilities. It will:

(a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. § 7414, and

(b) Facilitate compliance with Executive Order No. 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note,

d. Clean Water. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377, and implementing Federal regulations, and follow Federal implementing guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(1) Drinking Water. It will protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6,

(2) Violating Facilities. It will:

(a) Comply with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and

(b) Facilitate compliance with Executive Order No. 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note,

e. Corridor Preservation. The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed,

f. Use of Certain Public Lands. The Recipient agrees to comply, and assures that its Third Party Participants will comply with:

(1) U.S. DOT laws, specifically 49 U.S.C. § 303, which requires certain findings be made before a Project may be carried out that involves the use of any publicly owned land that Federal officials authorized under law have determined to be a:

(a) Park of national, State or local significance,

(b) Recreation area of national, State or local significance,

(c) Wildlife refuge of national, State or local significance, or

(d) Waterfowl refuge of national, State or local significance, and

(2) Joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622,

g. <u>Wild and Scenic Rivers</u>. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with Federal protections for the national wild and scenic rivers system, including:

(1) The Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287, relating to protecting components of the national wild and scenic rivers system,

(2) U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. part 297, and

(3) U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. part 8350,

h. <u>Coastal Zone Management</u>. The Recipient agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465,

i. <u>Wetlands</u>. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with the protections for wetlands provided in Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note,

j. <u>Floodplains</u>. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with the flood hazards protections in floodplains provided in Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note,

k. <u>Endangered Species and Fishery Conservation</u>. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with the protections for endangered species of:

(1) The Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544, and

(2) The Magnuson Stevens Fishery Conservation and Management Act, as amended, 16 U.S.C. § 1801 *et seq*.,

l. Waste Management. The Recipient agrees to, and assures that its Third Party Participants will, comply, with the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 – 6992k,

m. Hazardous Waste. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 – 9675, which establishes requirements for the treatment of areas affected by hazardous waste,

n. Historic Preservation. The Recipient agrees to, and assures that its Third Party Participants will:

   (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303, which requires certain findings be made before a Project involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken,

   (2) Encourage compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f,

   (3) Facilitate compliance with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note,

   (4) Comply with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. § 469a – 469c,

   (5) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800, which requires, among other things, the Recipient to:

      (a) Consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and

      (b) Notify FTA of affected properties, and

   (6) Comply with Federal requirements and follow Federal guidance to avoid or mitigate adverse effects on those historic properties, except as the Federal Government determines otherwise in writing,

o. Indian Sacred Sites. The Recipient agrees to, and assures that its Third Party Participants will:

   (1) Facilitate compliance with Federal efforts to promote the preservation of places and objects of religious importance to:

(a) American Indians,

(b) Eskimos,

(c) Aleuts, and

(d) Native Hawaiians, and

(2) Facilitate compliance with:

(a) The American Indian Religious Freedom Act, 42 U.S.C. § 1996, and

(b) Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except as the Federal Government determines otherwise in writing, and

p. Mitigation of Adverse Environmental Effects. If the Project causes or results in any adverse environmental effect, the Recipient agrees to, and assures its Third Party Participants will, make reasonable efforts to minimize the impact of every adverse effect by:

(1) Complying with:

(a) All environmental mitigation measures that may be identified as commitments in the environmental documents that apply to the Project, such as:

1 Environmental assessments,

2 Environmental impact statements,

3 Memoranda of agreement,

4 Documents required by 49 U.S.C. § 303, and

5 Other environmental documents, and

(b) Any conditions the Federal Government might impose in a finding of no significant impact or record of decision, and

(2) Assuring that:

(a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement,

(b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement as soon as agreement with the Federal Government is reached, and

(c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

Section 30. Energy Conservation. The Recipient agrees to, and assures its Subrecipients will:

a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and

b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Section 31. State Management and Monitoring Systems. The Recipient agrees to comply with all of the following:

a. Joint Regulations. Joint FHWA and FTA regulations, "Management and Monitoring Systems," 23 C.F.R. part 500, and

b. FTA Regulations. FTA regulations, "Transportation Infrastructure Management," 49 C.F.R. part 614.

Section 32. Charter Service. The Recipient understands and agrees to all of the following:

a. Applicability. To the extent required by Federal laws and regulations, FTA's "Charter Service" requirements apply to the Recipient and any Third Party Participant involved in a Project supported with funds made available or appropriated for:

(1) Federal transit laws, 49 U.S.C. chapter 53,

(2) 23 U.S.C. § 133, or

(3) 23 U.S.C. § 142,

b. Prohibitions. Neither the Recipient nor any Third Party Participant involved in its Project will engage in charter service, except as permitted under:

(1) Federal transit laws, specifically 49 U.S.C. § 5323(d),

(2) FTA regulations, "Charter Service," 49 C.F.R. part 604,

(3) Any other Federal Charter Service regulations, or

(4) Federal guidance, except as FTA determines otherwise in writing,

c. Exceptions. Apart from exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities financed with the funding made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21, to support Job Access and Reverse Commute (JARC)-type activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that your Applicant uses that FTA funding for program purposes only,

(2) FTA's Charter Service restrictions do not apply to equipment or facilities financed with the funding made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, to support New Freedom-type activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided your Applicant uses that FTA funding for program purposes only, and

(3) An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that recipient provides a private intercity or charter transportation operator reasonable access to that recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. 5323(r), as amended by MAP-21.

d. Charter Service Agreement. The Recipient agrees that:

(1) Charter Service Agreement Selected. The Charter Service Agreement it has selected in its annual Certifications and Assurances to FTA for the Federal fiscal year in which it seeks FTA funding is incorporated by reference and made part of the Underlying Agreement, but

(2) Charter Service Agreement Not Selected. Even if it has not selected the Charter Service Agreement in its most recent annual Certifications and Assurances to FTA:

(a) FTA's Charter Service regulations and any amendments to these regulations will apply to any charter service it or any Third Party Participant provides, and

(b) The definitions in FTA's Charter Service regulations will apply to it and any Third Party Participants that conducts charter operations, and

e. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including:

(1) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or

(2) Barring it or the Third Party Participant from receiving FTA funds.

Section 33. School Bus Operations. The Recipient understands and agrees to all of the following:

a. Applicability. To the extent required by Federal laws and regulations, Federal "School Bus Operations" requirements apply to it and any Third Party Participant in a Project supported with funds made available or appropriated for:

  (1) 49 U.S.C. chapter 53,

  (2) 23 U.S.C. § 133, or

  (3) 23 U.S.C. § 142,

b. Prohibitions. Neither it nor any Third Party Participant that is participating in its Project will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by:

  (1) Federal transit laws, specifically:

    (a) 49 U.S.C. § 5323(f) or (g), as amended by MAP-21, for project activities supported with Fiscal Year 2013 funding authorized by MAP-21, or

    (b) Applicable requirements of 49 U.S.C. § 5323(f) or (g) for the same fiscal year as the fiscal year of the appropriation that provides the FTA funding supporting the Project,

  (2) FTA regulations, "School Bus Operations," 49 C.F.R. part 605, to the extent those regulations are consistent with the requirements for:

    (a) 49 U.S.C. § 5323(f) or (g), as amended by MAP-21, for project activities supported with FTA Fiscal Year 2013 funding, or

    (b) The applicable requirements of 49 U.S.C. § 5323(f) or (g) for the same fiscal year as the fiscal year of the appropriation that provided the funding awarded for the Project,

  (3) Any other Federal "School Bus Operations" regulations, or

  (4) Federal guidance, except as FTA determines otherwise in writing,

c. School Bus Agreement. The Recipient agrees that:

(1) School Bus Agreement Selected. The School Bus Agreement it has selected in its annual Certifications and Assurances to FTA for the Federal fiscal year in which it seeks FTA funding is incorporated by reference and made part of the Underlying Agreement, but

(2) School Bus Agreement Not Selected. Even if it has not selected the School Bus Agreement in its most recent annual Certifications and Assurances to FTA:

(a) FTA's School Bus Operations regulations, 49 C.F.R. part 605, to the extent consistent with the applicable provisions of 49 U.S.C. § 5323(f) or (g), will apply to any school bus service it or its Third Party Participants provide, and

(b) The definitions in FTA's School Bus Operations regulations will apply to it and any Third Party Participant that conducts school bus operations, and

d. Violations. FTA may bar a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations from receiving Federal transit funds in an amount FTA considers appropriate.

Section 34. Metric System.

As U.S. DOT or FTA may direct, the Recipient agrees to all of the following:

a. Use. It will use metric measurements for the Project, as provided by:

(1) The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. § 205a *et seq.*, and other applicable Federal laws,

(2) Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. § 205a note, and

(3) Other U.S. DOT or FTA Federal guidance, except as the Federal Government determines otherwise in writing, and

b. Deliverables. It will accept products and services with dimensions expressed in metric measurements.

Section 35. Geographic Information and Related Spatial Data. Except as the Federal Government determines otherwise in writing, the Recipient agrees to all of the following:

a. Standards. Its Project activities will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if those activities directly or indirectly involve:

(1) Spatial data, or

(2) Geographic information systems, and

b. Federal Guidance. It will follow:

(1) U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and

(2) U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 36. Federal "$1 Coin" Requirements.

As required by the Federal Government, the Recipient agrees to all of the following:

a. Federal Law. It will comply with section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. § 5112(p),

b. Capability. Its equipment and facilities will be fully capable of accepting and dispensing $1 coins when coins or currency are required for their use, and

c. Publicizing. It will display signs and notices of $1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 37. Public Transportation Safety Program

a. Public Transportation Agency Safety Plan. When FTA directs it to do so, the Recipient agrees to develop a Public Transportation Safety Plan that:

(1) Complies with:

(a) Federal transit laws, specifically 49 U.S.C. § 5329, as amended by MAP-21, and

(b) Other Federal laws and regulations applicable to the Project and Recipient, and

(2) Is consistent with Federal guidance that may be issued to implement 49 U.S.C. § 5329, as amended by MAP-21, except as FTA determines otherwise in writing, and

b. State Safety Oversight of Rail Fixed Guideway Public Systems. Notwithstanding that section 20030(e) of MAP-21 repealed 49 U.S.C. § 5330 effective 3 years after the effective date of the Public Transportation Safety Program final rule to be issued under 49 U.S.C. § 5329(e), the Recipient agrees to:

(1) Comply with Federal transit laws, specifically 49 U.S.C. § 5330,

(2) Comply with FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, and

(3) Follow Federal guidance that may be issued, except as the Federal Government determines otherwise in writing.

Section 38. Motor Carrier Safety. The Recipient agrees to comply, and assures its Third Party Participants will comply, with U.S. Federal Motor Carrier Safety Administration (FMCSA) regulations, as applicable, including all of the following:

a. Financial Responsibility. The economic and insurance registration requirements of the:

(1) FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if:

(a) It is engaged in operations requiring compliance with 49 C.F.R. part 387,

(b) It is engaged in interstate commerce, and

(c) It is not within a defined commercial zone, and

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and which reduce the amount of insurance that must be provided to the highest amount required by any State in which the transit provider operates, if it:

(a) Operates within a public transportation service area located in more than one State, and

(b) Receives Federal funding under 49 U.S.C. §§ 5307, 5310, and 5311,

b. Safety Requirements. The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 396, if it:

(1) Is engaged in operations requiring compliance with 49 C.F.R. parts 390 – 396,

(2) Is engaged in interstate commerce,

(3) Is not within a defined commercial zone, and

(4) Is not a unit of government, which is defined as:

(a) The Federal Government,

(b) A State,

(c) Any political subdivision of a State, or

(d) Any agency established under a compact between States,

c. Driver Qualifications. The driver's license requirements of FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and

d. Substance Abuse Rules for Motor Carriers. The substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing Federal guidance, if it:

(1) Is a public transportation provider not subject to FTA's alcohol and controlled substances testing regulations at 49 C.F.R. part 655, as amended by MAP-21, and

(2) Operates a commercial motor vehicle that:

(a) Has a gross combination weight rating or gross combination weight of more than 26,000 pounds, whichever is greater,

(b) Has a gross vehicle weight rating or gross vehicle weight of more than 26,000 pounds, whichever is greater,

(c) Is designed to transport sixteen (16) or more passengers, including the driver, or

(d) Is of any size and is used in the transportation of hazardous materials as defined 49 C.F.R. § 383.5.

Section 39. Safe Operation of Motor Vehicles.

a. Transportation - Hazardous Materials. When transporting any hazardous materials, the Recipient agrees to comply with U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. part 173,

b. Seat Belt Use. FTA encourages the Recipient to facilitate compliance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate:

(a) Company-owned vehicles,

(b) Company-rented vehicles, or

(c) Personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Project, and

c. Distracted Driving, Including Text Messaging While Driving. FTA encourages the Recipient to facilitate compliance with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note,

(2) DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Definitions. As used in this Special Provision:

1 "Driving":

a Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise, and

b Does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary, and

2 "Text Messaging":

a Means reading from or entering data into any handheld or other electronic device, including a device for the purpose of:

(i) Short message service texting,

(ii) E-mailing,

(iii) Instant messaging,

(iv) Obtaining navigational information,

(v) Engaging in any other form of electronic data retrieval, or

(vi) Engaging in any other form of electronic data communication, and b Unless the practice is prohibited by State or local law, “distracted driving” does not include the use of a cell phone or other electronic device for the limited purposes of:

(i) Entering a telephone number to make an outgoing call, or

(ii) Answering an incoming call,

(b) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while:

1 Using an employer supplied electronic device, and

2 Driving:

a A vehicle you own or rent,

b A vehicle the Recipient owns, leases or rents,

c A privately-owned vehicle:

(i) When on official Project-related business, or

(ii) When performing any work for or on behalf of the Project, or

d Any vehicle, on or off duty,

(c) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as:

1 Establishing new rules and programs to prohibit text messaging while driving,

2 Re-evaluating existing programs to prohibit text messaging while driving, and

3 Providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(d) Extension of Provision. The Recipient agrees:

1 To include this Special Provision of section 38.c(3)(a) – (c) of this Master Agreement in its third party agreements, and

2 To encourage its Third Party Participants to:

a Comply with this Special Provision, and b Include this Special Provision in each third party subagreement at each tier financed with Federal funds.

Section 40. Substance Abuse.

a. Drug-Free Workplace. The Recipient agrees to:

(1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq*.,

(2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. part 32, and any amendments to those regulations when they are issued, and

(3) Follow and facilitate compliance with U.S. OMB guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. part 182, particularly where provisions supersede comparable provisions of 49 C.F.R. part 32,

b. Alcohol Misuse and Prohibited Drug Use.

(1) The Recipient agrees to comply, and assures its Third Party Participants will comply with:

(a) Federal transit laws, specifically 49 U.S.C. § 5331, as amended by MAP-21, and

(b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, to the extent consistent with 49 U.S.C. § 5331, as amended by MAP-21, and

(2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that a Recipient of funds or a Third Party Participant receiving funds under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Secretary may bar that Recipient or Third Party Participant from receiving Federal transit assistance in an amount the FTA considers appropriate.

Section 41. Protection of Sensitive Security Information.

The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

a. The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b),

b. The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r),

c. U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 15, and

d. U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 1520.

Section 42. Special Notification Requirements for States. To the extent required by Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects:

a. Types of Information. It will provide information including:

(1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project,

(2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and

(3) The amount of Federal funds FTA has provided for the Program or Project, and

b. Documents. It will provide the information required by this provision in the following documents:

(1) Requests for proposals,

(2) Solicitations,

(3) Grant or cooperative agreement applications,

(4) Forms,

(5) Notifications,

(6) Press releases, and

(7) Other publications.

Section 43. Applicability of MAP-21 and Previous Authorization Requirements.

Acknowledging that FTA’s new authorizing legislation, MAP-21, made significant changes to FTA’s programs, the Recipient understands and agrees that:

a. Source of Project Funding. To comply with the appropriate Federal program requirements for its project, the Recipient must know:

(1) The program from which the Federal funding awarded for its Project was derived or will be derived, and

(2) The fiscal year or fiscal years in which all Federal funding for its project was appropriated and the Project and Project activities for which the Federal funding was appropriated,

b. FTA Determinations. FTA has made the following determinations, which are in effect unless FTA determines otherwise in writing:

(1) MAP-21 Requirements. MAP-21 requirements apply to:

(a) New Awards. New grants or cooperative agreements for which FTA awards funds made available or appropriated to carry out MAP-21 programs,

(b) Amendments. Amendments to existing grants or cooperative agreements for which FTA awards funds made available or appropriated to carry out MAP-21 programs, and

(c) Continued Programs. FTA Programs that are continued under MAP-21:

1 Include:

a Planning Programs authorized by 49 U.S.C. § 5305,

b Fixed Guideway Capital Investment Grants (formerly, the Capital Investment Program) authorized by 49 U.S.C. § 5309, and

c The Transit Cooperative Research Program authorized by 49 U.S.C. § 5313, and

2 Are or will be awarded funded with:

a Fiscal Year 2013 funds made available or appropriated for the Project or the Program supporting the Project,

b Fiscal Year 2012 or a previous fiscal year appropriated funds that are unobligated and remain available or were appropriated for the Project or the Program supporting the Project, or

c Both,

(2) Previous Statutory and Regulatory Program Requirements. FTA has determined that:

(a) Statutory program and eligibility requirements that apply to the use of Fiscal Year

2012 or a previous fiscal year funding will vary for:

1 Certain new awards,

2 Certain amendments to existing grants or cooperative agreements, and

3 Certain programs or projects for which FTA may award Fiscal Year 2012 and previous fiscal year funds, which include, but are not limited to:

a The Urbanized Area Formula Grant Program under former 49 U.S.C. § 5307,

b The Fixed Guideway Modernization Formula Grants Program under former 49 U.S.C. § 5309(b)(2),

c The discretionary Bus and Bus Facility Grants Program under former 49 U.S.C. § 5309(b)(3),

d The Alaska-Hawaii Ferryboats Grants under former 49 U.S.C. § 5309(m)(6)(B),

e The Denali Commission Project under former 49 U.S.C. § 5309(m)(6)(C),

fi Intermodal Terminals under former 49 U.S.C. § 5309(m)(7)(D),

j Formula Grants Program for Special Needs of Elderly Individuals and Individuals with Disabilities under former 49 U.S.C. § 5310,

k Formula Grants Program for Other Than Urbanized Areas under former 49 U.S.C. § 5311,

l Research, Development, Demonstration, and Deployment Projects under former 49 U.S.C. § 5312,

m The National Research Programs under former 49 U.S.C. § 5314,

n The Job Access and Reverse Commute Formula Grants under repealed 49 U.S.C. § 5316,

o The New Freedom Program, repealed 49 U.S.C. § 5317,

p The Paul S. Sarbanes Transit in the Parks Program, repealed 49 U.S.C. § 5320,

q The Alternatives Analysis Program, former 49 U.S.C. § 5339, and r The Over-the-Road Bus Accessibility Program, repealed section 3038 of TEA-21, as amended by SAFETEA-LU, and

(b) Requirements for those new awards, amendments, and continuing programs vary as follows:

1 In some instances, Federal statutory or regulatory program and eligibility requirements for Fiscal Year 2012 or a specific previous fiscal year will apply to new grants and cooperative agreements and to new amendments to grants and cooperative agreements that:

a Have been awarded Federal funds made available or appropriated for Fiscal Year 2012 or the previous fiscal year, or

b May be awarded Federal funds appropriated for Fiscal Year 2012 or the previous fiscal year, but

2 In other instances, MAP-21 requirements, including MAP-21 cross-cutting requirements, will apply to the Federal funds made available or appropriated for Fiscal Year 2012 or a previous fiscal year, and

(3) MAP-21 Cross-Cutting Requirements. FTA has determined that MAP-21 cross-cutting requirements will apply to FTA-funded grants and cooperative agreements that otherwise must comply with Fiscal Year 2012 or a previous fiscal year program and eligibility requirements. These cross-cutting requirements include:

(a) Metropolitan and Statewide Planning,

(b) Environmental Review Process,

(c) Agency Safety Plans,

(d) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),

(e) Costs Incurred by Providers of Public Transportation by Vanpool,

(f) Revenue Bonds as Local Match,

(g) Debt Service Reserve,

(h) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,

(i) Private Sector Participation,

(j) Bus Testing,

(k) Buy America,

(l) Corridor Preservation,

(m) Rail Car Procurements,

(n) Veterans Preference/Employment, and

(o) Alcohol and Controlled Substance Testing,

c. Federal Regulations and Guidance. In administering its Project and Project activities, the Recipient agrees to:

(1) Comply with:

(a) Applicable Federal laws, and

(b) Applicable Federal regulations, except as superseded by conflicting Federal law, and

(2) Except as FTA determines otherwise in writing, follow:

(a) The most recent and applicable edition of applicable FTA Circulars, except as superseded by new Federal statutory or regulatory requirements or guidance provisions that apply,

(b) 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 FTA Fiscal Year 2013 Apportionments, Allocations, Program Information and Interim Guidance; Notice (First FTA Apportionments Notice for FY 2013), 77 *Fed. Reg.* 63670 *et seq*., October 16, 2012, which requires the Recipient to apply MAP-21 cross-cutting requirements to its Projects supported with funds made available or appropriated for Fiscal Year 2012 or for a previous fiscal year, in addition to providing other information about the implementation of FTA programs, and

(c) Other applicable Federal guidance, and

d. Future Federal Regulations and Guidance. As FTA determines is necessary:

(1) FTA may develop and provide Federal regulations and circulars, with an opportunity for public comment,

(2) FTA may also develop other implementing guidance, and

(3) Except as FTA determines otherwise in writing, the Recipient agrees to:

(a) Comply with Federal regulations that may be issued in the future to implement FTA's current and expired programs, and

(b) Follow Federal guidance that may be issued in the future to implement FTA's current and expired programs.

Section 44. Special Provisions for the Metropolitan Planning Grants Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. <u>Program Essentially Unchanged</u>. Among other things, Section 20010 of MAP-21 made only minor amendments to the Metropolitan Planning Grants Program authorized by 49 U.S.C. § 5305(d),

b. <u>Federal Laws, Regulations, and Guidance</u>. In administering its Project and Project activities under the Metropolitan Planning Program supported with funding made available or appropriated for 49 U.S.C. § 5305(d):

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Joint FHWA and FTA regulations, "Planning Assistance and Standards," 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with MAP-21,

(c) Other applicable requirements of Federal laws and regulations,

(d) Its Underlying Agreement, and

(e) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) The Recipient agrees to follow, except as FTA determines otherwise in writing:

(a) The most recent edition of FTA Circular 8100, "Research Guidance and Application Instructions for State Planning and Research Program Grants," to the extent consistent with the:

<u>1</u> Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

<u>2</u> Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

c. MAP-21 Requirements Apply. Because MAP-21 did not make any significant changes to the Metropolitan Planning Program authorized by former 49 U.S.C. § 5305(d) in effect in Fiscal Year 2012 or a previous fiscal year, the Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, MAP-21 requirements apply to its Project and Project activities under the Metropolitan Planning Program, irrespective of whether the funding for this Project or these Project activities is derived from:

(1) MAP-21 funding made available or appropriated for 49 U.S.C. § 5305(d), as amended by MAP-21, or

(2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for former 49 U.S.C. § 5305(d) in effect in Fiscal Year 2012 or a previous fiscal year.

Section 45. Special Provisions for the State Planning and Research Grants Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Essentially Unchanged. Among other things, Section 20010 of MAP-21 made only minor amendments to the State Planning and Research Program authorized by 49 U.S.C. § 5305(e),

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the State Planning and Research Program, supported with funding made available or appropriated for 49 U.S.C. § 5305(e):

(1) The Recipient agrees that to comply with:

(a) The Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Joint FHWA and FTA regulations, "Planning Assistance and Standards," 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent consistent with MAP-21,

(c) Other applicable requirements of Federal laws and regulations,

(d) Its Underlying Agreement, and

(e) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 8100.1, "Program Guidance for Metropolitan Planning and State Planning and Research Program Grants," to the extent consistent with the:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

c. MAP-21 Requirements Apply. Because MAP-21 did not make any significant changes to the State Planning and Research Program authorized by former 49 U.S.C. § 5305(e) in effect in Fiscal Year 2012 or a previous fiscal year, the Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, MAP-21 requirements apply to its Project and Project activities under the State Planning and Research Program, irrespective of whether the funding for this Project or these Project activities is derived from:

(1) MAP-21 funding made available or appropriated for the State Planning and Research Program authorized by 49 U.S.C. § 5305(e), as amended by MAP-21, or

(2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for the State Planning and Research Program, former 49 U.S.C. § 5305(e) in effect in Fiscal Year 2012 or a previous fiscal year.

Section 46. Special Provisions for the Pilot Program for Transit-Oriented Development Planning. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20005(b) of MAP-21 added the new Pilot Program for Transit-Oriented Development Planning, authorized by section 20005(b) of MAP-21, 49 U.S.C. § 5303 note, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Transit-Oriented Development Planning Program supported with funding made available or appropriated for Section 20005(b) of MAP-21, 49 U.S.C. § 5303 note:

(1) The Recipient agrees to comply with:

(a) Section 20005(b) of MAP-21, 49 U.S.C. § 5303 note,

(b) The applicable requirements 49 U.S.C. chapter 53, as amended by MAP-21,

(c) Other applicable Federal laws and regulations,

(d) The applicable provisions of its Underlying Agreement, and

(e) The applicable provisions of section 43 of this Master Agreement and other applicable sections of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance when developed, except as FTA determines otherwise in writing.

Section 47. Special Provisions for the Alternatives Analysis Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20029 of MAP-21 amended 49 U.S.C. § 5339, without having re-authorized a separate Alternatives Analysis Program, thus effectively repealing that Program,

b. MAP-21 Amendments. Section 20002(a) expressly repealed 49 U.S.C. § 5328, which required Alternatives Analysis as a condition precedent for a New Starts or Small Starts project under former 49 U.S.C. § 5309. In addition, MAP-21 did not expressly authorize Alternatives Analysis Projects or Project activities previously supported with funds made available or appropriated for the Alternatives Analysis Program, former 49 U.S.C. § 5339, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Alternatives Analysis Program supported with funding made available or appropriated for former 49 U.S.C. § 5339 in effect in Fiscal Year 2012 or a previous fiscal year:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the Alternatives Analysis Program authorized by former 49 U.S.C. § 5339, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Alternatives Analysis Project and Project activities, or

2 Will be made available for its Alternatives Analysis Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Alternatives Analysis Program authorized by former 49 U.S.C. § 5339 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) Other applicable provisions of this Master Agreement, and

(2) The Recipient agrees to follow other applicable Federal guidance, except as FTA determines otherwise in writing.

Section 48. Special Provisions for the Urbanized Area Formula Grants Program Authorized by MAP-21 For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Modified. Section 20007 of MAP-21 amended 49 U.S.C. § 5307 that authorized the Urbanized Area Formula Grants Program, former 49 U.S.C. § 5307, in a manner that established different provisions for the program supported with funds made available or appropriated for MAP-21 than the provisions for the former 49 U.S.C. § 5307 program financed with funding made available for Fiscal Year 2012 or a previous fiscal year,

b. MAP-21 Amendments. Among other things, section 20007 of MAP-21 modified the Urbanized Area Formula Grants Program to:

(1) Increase the number of Recipients eligible for awards of Urbanized Area Formula funding for public transportation operations,

(2) Authorize the funding of projects and activities under 49 U.S.C. § 5307 that had been eligible for funding under repealed 49 U.S.C. § 5316, which authorized the Job Access and Reverse Commute (JARC) Program,

(3) Authorize competitive awards for passenger ferries,

(4) Add requirements for a public transportation safety plan, and

(5) Substitute the term “associated transit improvement” for “transit enhancement,” but, as defined in 49 U.S.C. § 5302(1), MAP-21 no longer authorizes the following as an eligible associated transit improvement (transit enhancement):

(a) Public art,

(b) Tables,

(c) Beautification,

(d) Historic buildings not used for public transportation, and

(e) Transit connections to parks in the Recipient's service area,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Urbanized Area Formula Grants Program supported with funding made available or appropriated for 49 U.S.C. § 5337, as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations, and

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 9030.1, "Urbanized Area Formula Program: Program Guidance and Application Instructions," to the extent consistent with the:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Other Special Provisions for Urbanized Area Formula Projects Authorized by MAP-21. The Recipient understands and agrees to the following:

(1) Fares and Services. The Recipient must have and use its established administrative process to solicit and consider public comment before:

(a) Increasing fares, or

(b) Instituting a major reduction of service,

(2) Audit Requirements.

(a) The Federal Government will:

1 Conduct audits, or

2 Require the Recipient to engage an independent entity to conduct audits, and

(b) Those audits may include:

1 Annual reviews and audits required by 49 U.S.C. § 5307,

2 "Single Annual Audits" required by The Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq*., under the standards of U.S. OMB Circular A-133,

3 More frequent reviews and audits required by other laws and regulations and as provided in Federal guidance, except as the Federal Government determines otherwise in writing, and

4 U.S. GAO "Government Auditing Standards" applies to those audits,

(3) Half-Fare Requirements. The Recipient must ensure that during non-peak hours, a fare not exceeding 50 percent of the peak hour fare for use of or involving a facility or equipment of a project financed under 49 U.S.C. § 5307, will be charged to any:

(a) Senior,

(b) Individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or

(c) Individual presenting a Medicare card issued to that individual under:

1 Title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, or

2 Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*.

(4) Public Transportation Security. If the Recipient receives 49 U.S.C. 5307 funding apportioned for the urbanized area, it must ensure that each fiscal year:

(a) The Designated Recipients in the urbanized area will spend at least one percent of the total 49 U.S.C. 5307 funding apportioned to the urbanized area for public transportation security projects as described in 49 U.S.C. § 5307(c)(1)(J)(i), as amended by MAP-21, or

(b) The Designated Recipients in that urbanized area have determined that it is unnecessary to incur those expenses for public transportation security projects, and

(5) Associated Transit Improvements. If the Recipient receives 49 U.S.C. 5307 funding apportioned for an urbanized area with a population of 200,000 or more, it must ensure that each fiscal year:

(a) The Designated Recipients in the urbanized area spend at least one percent of the total 49 U.S.C. 5307 funding apportioned to the urbanized area for associated transit improvements as described in 49 U.S.C. § 5302(1), if MAP-21 requirements apply, and

(b) Submit an annual report listing the projects carried out in the preceding fiscal year with those Urbanized Area Formula Grants Program funds,

(6) Reporting Requirements. For each fiscal year the Recipient receives or provides to any public transportation operator funding for the Urbanized Area Formula Grants Program, the Recipient must, and assures it will require the public transportation operators to:

(a) Comply with and facilitate compliance with:

1 The requirements of 49 U.S.C. § 5335, as amended by MAP-21:

a Which authorizes FTA's National Transit Database reporting system, and

b After FTA issues regulations under the Transit Asset Management Program authorized by 49 U.S.C. § 5326, as amended by MAP-21, the Recipient must report information relating to, and the condition of, its transit assets, as provided by the FTA regulations, and

2 FTA's uniform system of accounts and records,

(b) Comply with FTA regulations, "National Transit Database," 49 C.F.R. part 630, to the extent consistent with MAP-21,

(c) Comply with any other applicable Federal reporting regulations as provided in Federal guidance, and

(d) Follow Federal guidance, except as FTA determines otherwise in writing,

(7) Public Transportation Emergency Relief Project Requirements. For a Project that addresses an emergency defined by 49 U.S.C. § 5324(a)(2) and is supported with funding made available or appropriated for 49 U.S.C. § 5307, as amended by MAP-21, the Recipient agrees to:

(a) Use that funding only for expenses that are not reimbursed under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et seq.*, and

(b) Comply with the terms and conditions that FTA determines necessary for the Project, and

(8) Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each Subrecipient, which agreement includes provisions:

(a) Describing the Subrecipient's responsibilities, and

(b) Assuring that the Subrecipient will not compromise the Recipient's compliance with:

1 Any Federal requirements that apply to the Project,

2 The Recipient's obligations under:

a The Underlying Grant Agreement, and

b This Master Agreement.

Section 49. Special Provisions for the Urbanized Area Formula Grants Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Modified. Section 20007 of MAP-21 amended 49 U.S.C. § 5307, which authorizes the Urbanized Area Formula Grants Program in a manner that established different provisions when that program is supported with funding made available or appropriated for MAP-21 than the provisions that continue to apply when that program is financed with funding made available for Fiscal Year 2012 or a previous fiscal year,

b. Differences. The Urbanized Area Formula Grants Program, authorized by former 49 U.S.C. 5307:

(1) Provided less availability of funding for public transportation operations, than is available under MAP-21,

(2) Did not authorize the funding of projects and activities focused primarily on job access and reverse commute, and

(3) Did not recognize streetscaping as an eligible transit enhancement,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Urbanized Area Formula Grants Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5307:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the Urbanized Area Formula

Grants Program, former 49 U.S.C. § 5307, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Urbanized Area Project and Project activities, or

2 Will be made available for its Urbanized Area Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Urbanized Area Formula Grant Program authorized by former 49 U.S.C. § 5307 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, other form, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 9030.1, "Urbanized Area Formula Program: Program Guidance and Application Instructions," to the extent consistent with the:

1 Applicable requirements of 49 U.S.C. chapter 53, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Other Special Provisions for Urbanized Area Formula Projects in Effect in Fiscal Year 2012 or a Previous Fiscal Year.

(1) Fares and Services. The Recipient must have and use its established administrative process to solicit and consider public comment before:

(a) Increasing fares, or

(b) Instituting a major reduction of service,

(2) Audit Requirements.

(a) The Federal Government will:

1 Conduct audits, or

2 Require the Recipient to engage an independent entity to conduct audits, and

(b) Those audits may include:

1 Annual reviews and audits required by 49 U.S.C. § 5307,

2 "Single Annual Audits" required by The Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq*., under the standards of U.S. OMB Circular A-133,

3 More frequent reviews and audits required by other laws and regulations and as provided in Federal guidance, except as the Federal Government determines otherwise in writing, and

4 U.S. GAO "Government Auditing Standards" applies to those audits,

(3) Half-Fare Requirements. The Recipient must ensure that during non-peak hours, a fare not exceeding 50 percent of the peak hour fare for use of or involving a facility or equipment of a project financed under 49 U.S.C. § 5307, will be charged to any:

(a) Senior,

(b) Individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or

(c) Individual presenting a Medicare card issued to that individual under:

1 Title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, or

2 Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*.,

(4) Public Transportation Security. If the Recipient receives 49 U.S.C. 5307 funding apportioned for the urbanized area, it must ensure that:

(a) Each fiscal year, the Designated Recipients in the urbanized area will spend at least one percent of the total 49 U.S.C. 5307 funding apportioned to the urbanized area for public transportation security projects as described in 49 U.S.C. § 5307(d)(1)(J)(i), in effect in Fiscal Year 2012 or a previous fiscal year, or

(b) The Designated Recipients in that urbanized area have determined that it is unnecessary to incur those expenses for public transportation security projects, and

(5) Transit Enhancements. If the Recipient receives 49 U.S.C. 5307 funding apportioned for an urbanized area with a population of 200,000 or more, it must ensure that:

(a) Each fiscal year, the Designated Recipients in the urbanized area spend at least one percent of the total 49 U.S.C. 5307 funding apportioned to the urbanized area for transit enhancements as described in 49 U.S.C. § 5302(a), if SAFETEA-LU requirements apply, and

(b) Submit an annual report listing the projects carried out in the preceding fiscal year with those Urbanized Area Formula Grants Program funds,

(6) Reporting Requirements. For each fiscal year the Recipient receives or provides to any public transportation operator funding for the Urbanized Area Formula Grants Program, the Recipient must and assures it will require the public transportation operator to:

(a) Conform to and facilitate compliance with:

1 The requirements of 49 U.S.C. § 5335, as amended by MAP-21, which:

a Authorize FTA's National Transit Database reporting system, and

b After FTA issues regulations under the Transit Asset Management Program authorized by 49 U.S.C. § 5326, the Recipient must report information relating to, and the condition of, its transit assets, as provided by the FTA regulations, and

2 FTA's uniform system of accounts and records,

(b) Comply with FTA regulations, "National Transit Database," 49 C.F.R. part 630, to the extent consistent with MAP-21,

(c) Comply with any other applicable Federal reporting regulations, as provided in Federal guidance, and

(d) Follow Federal guidance, except as FTA determines otherwise in writing,

(7) Public Transportation Emergency Relief Project Requirements. For a Project that addresses an emergency defined by 49 U.S.C. § 5324(a)(2) and is supported with funding made available or appropriated for 49 U.S.C. § 5307, the Recipient agrees to:

(a) Use that funding only for expenses that are not reimbursed under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et seq*., and

(b) Comply with the terms and conditions that FTA determines necessary for the Project, and

(8) Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each Subrecipient that includes provisions:

(a) Describing the Subrecipient's responsibilities, and

(b) Assuring that the Subrecipient will not compromise the Recipient's compliance with:

1 Any Federal requirements that apply to the Project, and

2 The Recipient's obligations under:

a The Underlying Grant Agreement, and

b This Master Agreement.

Section 50. Special Provisions for the Job Access and Reverse Commute (JARC) Formula Grant Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(a) of MAP-21 expressly repealed 49 U.S.C. § 5316, which authorized the Jobs Access and Reverse Commute (JARC) Grant Program,

b. MAP-21 Amendments.

(1) MAP-21 did not re-authorize a separate grant program, but

(2) Section 20007 of MAP-21 amended 49 U.S.C. § 5307 to add those JARC Projects and Project activities previously supported with funding made available or appropriated for the JARC Program authorized by repealed 49 U.S.C. § 5316, to those Project and Project activities eligible for assistance under the Urbanized Area Formula Grants Program authorized by 49 U.S.C. § 5307,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the JARC Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for repealed 49 U.S.C. § 5316:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the JARC Program, repealed 49 U.S.C. § 5316, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Urbanized Area Project and Project activities, or

2 Will be made available for its Urbanized Area Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the JARC Program, repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow Federal guidance including:

(a) The most recent edition of FTA Circular 9050.1, "The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the JARC Program, repealed 49 U.S.C. § 5316, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Written Agreements with Subrecipients. The Recipient agrees to enter into a written agreement with each Subrecipient that includes provisions:

(1) Describing the Subrecipient's responsibilities, and

(2) Assuring that the Subrecipient will not compromise the Recipient's compliance with:

(a) Any Federal requirements that apply to the Project, or

(b) The Recipient's obligations under:

1 The Underlying Grant Agreement, and

2 This Master Agreement.

Section 51. Special Provisions for the Fixed Guideway Capital Investment Grants Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Modified. Section 20008 of MAP-21 amended 49 U.S.C. § 5309:

(1) By limiting projects eligible for Federal funding under the Fixed Guideway Capital Investment Grants Program authorized by 49 U.S.C. § 5309, to New Starts, Small Starts, and Core Capacity Projects,

(2) Without re-authorizing the Fixed Guideway Modernization Program formerly authorized by 49 U.S.C. § 5309, and

(3) Without re-authorizing the discretionary Bus and Bus Facility program formerly authorized by 49 U.S.C. § 5309,

b. MAP-21 Amendments. MAP-21 retained the following projects in the Fixed Guideway Capital Investment Grants Program authorized by 49 U.S.C. § 5309, as amended:

(1) New Fixed Guideway Projects (New Starts Projects) that require:

(a) That at least $75,000,000 or more Federal funding be awarded for projects and activities eligible under 49 U.S.C. § 5309(b), and

(b) FTA and the Recipient entering into a Full Funding Grant Agreement to:

1 Provide funding for the Project, and

2 Establish terms and conditions for the Project,

(2) Small Starts Projects that require:

(a) Federal funding to be limited to less than $75,000,000 for projects and activities eligible under 49 U.S.C. § 5309(b),

(b) The total estimated net project cost of the entire Project to be limited to less than $250,000,000, and

(c) FTA to use a Small Starts Grant Agreement to:

1 Provide funding for the Project, and

2 Establish terms and conditions for the Project, and

(3) Core Capacity Improvement Projects that require:

(a) Federal funding to be used for Core Capacity Improvement projects and activities eligible under 49 U.S.C. § 5309(h)(1), but not for projects or activities designed to maintain a state of good repair of the existing fixed guideway system,

(b) The Recipient's public transportation system's capacity to increase by at least 10 percent in the corridor, and

(c) FTA to use a Full Funding Grant Agreement to:

1 Provide funding for the Project, and

2 Establish terms and conditions for the Project,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Fixed Guideway Capital Investment Program supported with funding made available or appropriated for 49 U.S.C. § 5309, as amended by MAP-21:

(1) The Recipient agrees that to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations applicable to the Project and Recipient,

(c) The terms and conditions accompanying a New Starts Project that are or will be set forth in a Full Funding Grant Agreement that:

1 Includes provisions having special applicability to New Starts projects, and

2 Supersedes conflicting provisions of this Master Agreement,

(d) The terms and conditions accompanying a Small Starts Project that are or will be set forth in a Small Starts Grant Agreement that:

1 Includes provisions having special applicability to Small Starts projects, and

2 Supersedes conflicting provisions of this Master Agreement,

(e) The terms and conditions accompanying a Core Capacity Improvement Project that will be set forth in a Full Funding Grant Agreement that:

1 Include provisions having special applicability to Core Capacity Improvement Projects, and

2 Supersedes conflicting provisions of this Master Agreement, and

(f) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 5200.1, "Full Funding Grant Agreements Guidance," to the extent consistent with:

1 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. MAP-21 Requirements Apply. Except to the extent FTA determines otherwise in writing, the Recipient understands and agrees that MAP-21 requirements apply to Fixed Guideway Capital Investment Program Grants, authorized by 49 U.S.C. § 5309(b), irrespective of whether funding is derived from:

(1) MAP-21 funding made available or appropriated for 49 U.S.C. § 5309, as amended by MAP-21, or

(2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for former 49 U.S.C. § 5309(d) in effect in Fiscal Year 2012 or a previous fiscal year.

Section 52. Special Provisions for the State of Good Repair Grants Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20021 of MAP-21 added the new State of Good Repair Grants Program authorized by 49 U.S.C. § 5337, as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the State of Good Repair Program that are supported with funding made available or appropriated for 49 U.S.C. § 5337, as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance when developed, except as FTA determines otherwise in writing.

Section 53. Special Provisions for the Fixed Guideway Modernization Grant Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20008 of MAP-21 amended the Capital Investment Program, former 49 U.S.C. § 5309, without re-authorizing the Fixed Guideway Modernization Program, thus effectively repealing that Program, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Fixed Guideway Modernization Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5309:

(1) The Recipient agrees to comply with:

(a) The program and eligibility requirements applicable to the Fixed Guideway Modernization Program, former 49 U.S.C. § 5309, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Fixed Guideway Modernization Project and Project activities, or

2 Will be made available for its Fixed Guideway Modernization Project and Project activities, but

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Fixed Guideway Modernization Program authorized by former 49 U.S.C. § 5309 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 9300.1, "Capital Investment Program Guidance and Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the Fixed Guideway Modernization Program for the specific fiscal year as the fiscal year of the funding for the Project, but superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 54. Special Provisions for the Bus and Bus Facilities Formula Grants Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20029 of MAP-21 amended 49 U.S.C. § 5339 to establish a new Bus and Bus Facilities Formula Grants Program authorized by 49 U.S.C. § 5339, thus effectively repealing the discretionary Bus and Bus Facility Grants Program authorized by former 49 U.S.C. § 5309,

b. MAP-21 Amendments. MAP-21 changed the FTA program focused on financing the costs of buses and bus facilities from a discretionary grants program to a formula grants program, and

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Bus and Bus Facilities Formula Grants Program supported with funding made available or appropriated for 49 U.S.C. § 5339, as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations, and

(c) The applicable provisions of its Underlying Agreement, and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 9300.1, "Capital Investment Program Guidance and Application Instructions," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 55. Special Provisions for the Discretionary Bus and Bus Facility Grants Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20029 of MAP-21 amended 49 U.S.C. § 5339, establishing the Bus and Facilities Formula Grants Program authorized by 49 U.S.C. § 5339, without re-authorizing the discretionary Bus and Bus Facility Grant Program, former 49 U.S.C. § 5309, thus effectively repealing that Program, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the discretionary Bus and Bus Facility Grants Program supported with funding made available or appropriated for former 49 U.S.C. § 5309 in Fiscal Year 2012 or a previous fiscal year:

(1) The Recipient agrees to comply with:

(a) The Program and eligibility requirements that apply to the former 49 U.S.C. § 5309, for that fiscal year in which the Federal appropriations:

1 Were then made available for its discretionary Bus and Bus Facilities Project and Project activities, or

2 Will be made available for its discretionary Bus and Bus Facilities Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the discretionary Bus and Bus Facilities Grants Program, authorized by former 49 U.S.C. § 5309 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) This Master Agreement and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 9300.1, "Capital Investment Program Guidance and Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the discretionary Bus and Bus Facilities Grants Program, former 49 U.S.C. § 5309, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 56. Special Provisions for the Formula Grants Program for the Enhanced Mobility of Seniors and Individuals with Disabilities Authorized by MAP-21 For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20009 of MAP-21 amended 49 U.S.C. § 5310 to establish a new Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by former 49 U.S.C. § 5320, without re-authorizing the "Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities," thus effectively repealing the latter Program,

b. MAP-21 Amendments. Among other things:

(1) MAP-21 amended the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. § 5310, to:

(a) Change the name of the program supporting seniors and individuals with disabilities from the "Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities" to the "Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities,"

(b) Substitute the term "seniors" for "elderly individuals,"

(c) Authorize Designated Recipients, in addition to States, to serve as direct Recipients of 49 U.S.C. § 5310 funding,

(d) Authorize any Recipient or Subrecipient to use 49 U.S.C. § 5310 funds for operations,

(e) Authorize the funding of projects and activities under 49 U.S.C. § 5310 that had been eligible for funding under repealed 49 U.S.C. § 5317, which authorized the New Freedom Program, and

(f) Authorize, but not require, the use of a competitive process to award funds to

Subrecipients, in addition to the authority to make discretionary awards of funds to Subrecipients, and

(2) Section 20002(c)(3) expressly repealed section 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, without re-authorizing the Elderly Individuals and Individuals with Disabilities Pilot Program, and

(3) Section 20002(b) expressly repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, without re-authorizing the Over-the-Road Bus Accessibility Program,

c. <u>Federal Laws, Regulations, and Guidance</u>. In administering its Project and Project activities under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program supported with funding made available or appropriated for 49 U.S.C. § 5310, as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 9070.1, "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions," to the extent consistent with:

<u>1</u> Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

<u>2</u> Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance,

d. <u>Other Special Provisions for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program Authorized by MAP-21</u>. The Recipient understands and agrees to the following:

(1) <u>Eligible Subrecipients</u>. Except as FTA determines otherwise in writing, it will provide 49 U.S.C. § 5310 funds only to a subrecipient that qualifies as:

(a) A private nonprofit organization, or

(b) A State or local governmental authority that:

1 Is approved by a State to coordinate services for seniors and individuals with disabilities; or

2 Certifies that there are no private nonprofit organizations readily available in the area to provide services authorized under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,

(2) Transfers of Funds. Funds transferred from other Federal programs to this Program must be used for projects eligible for funding under 49 U.S.C. § 5310, as amended by MAP-21,

(3) Transfer of Project Property. As provided by 49 U.S.C. § 5310(g), it may transfer Section 5310 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:

(a) The subrecipient possessing the property consents to the transfer, and

(b) The transferred property will continue to be used to meet the special needs of seniors or individuals with disabilities for public transportation service,

(4) Meal Delivery Service. It and its subrecipients may provide meal delivery service, as permitted by 49 U.S.C. § 5310(b)(7), as amended by MAP-21, and

(5) Participation of Subrecipients. It will enter into a written agreement with each subrecipient, including provisions that:

(a) Describe the subrecipient's responsibilities, and

(b) Assure that the subrecipient will not compromise the Recipient's compliance with:

1 Any Federal requirements that apply to the Project, and

2 The Recipient's obligations under the Underlying Grant Agreement, and this Master Agreement.

Section 57. Special Provisions for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20009 of MAP-21 amended 49 U.S.C. § 5310 to establish a new Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

Program without re-authorizing the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, thus effectively repealing the latter Program,

b. <u>MAP-21 Amendments</u>. Among other things:

(1) MAP-21 amended the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former U.S.C. § 5310 to:

(a) Change the name of the program supporting seniors and individuals with disabilities from the "Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities" to the "Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities,"

(b) Substitute the term "seniors" for "elderly individuals,"

(c) Provide eligibility to Designated Recipients, as well as States, for direct funding,

(d) Authorize any Recipient or Subrecipient to use 49 U.S.C. § 5310 funds for operations,

(e) Authorize the funding of projects and activities under 49 U.S.C. § 5310 that had been eligible for funding under the New Freedom Program authorized by repealed 49 U.S.C. § 5317, and

(f) Authorize the use a competitive process for awarding funding to Subrecipients, in addition to the authority to make discretionary awards of funding to Subrecipients,

(2) Section 20002(c)(3) expressly repealed section 3012(b) of SAFETEA-LU, 49 U.S.C. § note, without re-authorizing the Elderly Individuals and Individuals with Disabilities Pilot Program, and

(3) Section 20002(b) expressly repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, without re-authorizing the Over-the-Road Bus Accessibility Program,

c. <u>Federal Laws, Regulations, and Guidance</u>. In administering its Project and Project activities under the Special Needs of Elderly Individuals and Individuals with Disabilities Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5310:

(1) The State agrees to comply with:

(a) The program and eligibility requirements applicable to the former 49 U.S.C. § 5310, for that fiscal year in which the Federal appropriations:

<u>1</u> Were then made available for its Formula Grants for the Special Needs of

Elderly Individuals and Individuals with Disabilities Project and Project activities, or

2 Will be made available for its Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. § 5310 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) Other applicable provisions of this Master Agreement and

(2) Except as FTA determines otherwise in writing, the State agrees to follow:

(a) The applicable edition of FTA Circular 9070.1, "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities, former 49 U.S.C. § 5310, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Other Special Provisions for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. § 5310. The State understands and agrees to the following:

(1) Eligible Subrecipients. Except as FTA determines otherwise, it will provide Section 5310 funds only to a subrecipient that qualifies as:

(a) A private nonprofit organization meeting the public transportation service needs of seniors and individuals with disabilities for whom public transportation services are otherwise:

1 Unavailable,

2 Insufficient, or

3 Inappropriate,

(b) A governmental authority approved by the State to coordinate services for elderly individuals, and individuals with disabilities, or

(c) A governmental authority that certifies to the chief executive officer of its State that its area does not have any nonprofit organizations readily available to provide public transportation services meeting the special needs of elderly individuals and individuals with disabilities,

(2) Transfers of Funds. Funds transferred from other Federal programs must be used for projects eligible for Section 5310 funding,

(3) Transfer of Project Property. As provided by 49 U.S.C. § 5310(h), it may transfer Section 5310 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:

(a) The subrecipient possessing the property consents to the transfer, and

(b) The transferred property will continue to be used to meet the special needs of elderly individuals or individuals with disabilities for public transportation service,

(4) Leasing of Vehicles. It and its subrecipients may lease Section 5310 funded vehicles to local governmental authorities to improve transportation services to meet the special needs of elderly individuals or individuals with disabilities,

(5) Meal Delivery Service. It and its subrecipients may provide meal delivery service, as permitted by former 49 U.S.C. § 5310(g), and

(6) Participation of Subrecipients. It will enter into a written agreement with each subrecipient, including provisions that:

(a) Describe the subrecipient's responsibilities, and

(b) Assure that the subrecipient will not compromise the State's compliance with:

1 Any Federal requirements that apply to the Project, and

2 The State's obligations under the underlying Grant Agreement, and this Master Agreement.

Section 58. Special Provisions for the New Freedom Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(a) of MAP-21 expressly repealed 49 U.S.C. § 5317, which authorized the New Freedom Program,

b. MAP-21 Amendments. Among other things:

(1) MAP-21 did not re-authorize a separate New Freedom Program, but

(2) Section 20009 of MAP-21 amended 49 U.S.C. § 5310 to add Projects and Project activities previously supported with New Freedom Program funding authorized by former 49 U.S.C. 5317, to those Projects and Project activities eligible for funding under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310, as amended by MAP-21,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the New Freedom Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for repealed 49 U.S.C. § 5317:

(1) The Recipient agrees to comply with:

(a) The program and eligibility requirements applicable to the New Freedom Program, formerly authorized by 49 U.S.C. § 5317, for that fiscal year in which the Federal appropriations:

1 Were then made available for its New Freedom Project and Project activities, or

2 Will be made available for its New Freedom Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the New Freedom Program, repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 9045.1, "New Freedom Program Guidance and Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the New Freedom Program, repealed 49 U.S.C. § 5317, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Written Agreements with Subrecipients. The Recipient agrees to enter into a written agreement with each Subrecipient that includes provisions:

(a) Describing the Subrecipient's responsibilities, and

(b) Assuring that the Subrecipient will not compromise the Recipient's compliance with:

1 Any Federal requirements that apply to the Project, or

2 The Recipient's obligations under:

a The Underlying Grant Agreement, and

b This Master Agreement.

Section 59. Special Provisions for the Formula Grants for Rural Areas Program Authorized by MAP-21 For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year. Except as FTA determines otherwise in writing, the State understands and agrees to the following:

a. New Program. Section 20010 of MAP-21 amended 49 U.S.C. § 5311 to establish a new Formula Grants for Rural Areas Program without re-authorizing the Formula Grants for Other Than Urbanized Areas Program, thus effectively repealing the latter Program,

b. MAP-21 Amendments. Among other things, MAP-21 amended the former 49 U.S.C. § 5311(b)(2) to:

(1) Change the name of the program from the "Formula Grants for Other than Urbanized Areas" to the "Formula Grants for Rural Areas,"

(2) Substitute the term "rural" for "other than urbanized,"

(3) Authorize planning as an eligible activity for Subrecipients of Formula Grants for Rural Areas Program funding, apart from planning by the State or Indian tribe in connection with its administrative functions,

(4) Include Job Access and Reverse Commute (JARC) Projects and Project activities as eligible for funding under the Formula Grants for Rural Areas Program,

(5) Reduce the percentage of funding from fifteen (15) per cent to ten (10) per cent that may be used for the State or Indian tribe's administration, planning, and technical assistance,

(6) Authorize a new Appalachian Development Public Transportation Assistance Program,

(7) Clarify that funding is available for "intercity bus facilities" and "joint-use facilities,"

(8) Authorize the use of the value of a private operator's unsubsidized segment of intercity bus service costs to provide an in-kind local share for an intercity bus project that includes both feeder service and an unsubsidized segment of intercity bus service to which the feeder service connects, and

(9) Amend the former 49 U.S.C. 5311(c) authorizing the discretionary Tribal Transit Program, to add a Public Transportation on Indian Reservations Grants Program,

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Formula Grants for Rural Areas Program supported with funding made available or appropriated for 49 U.S.C. § 5311(b)(2), as amended by MAP-21:

(1) The State agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the State agrees to follow:

(a) The most recent edition of FTA Circular 9040.1, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Other Special Provisions for the Formula Grants for Rural Areas Program.

(1) Eligible Project Activities. Federal funds provided for the underlying Grant Agreement and subagreements may be used for the following public transportation Projects in rural areas:

(a) Planning,

(b) Capital assistance,

(c) Operating assistance,

(d) Job access and reverse commute projects,

(e) Purchase of service agreements with private providers of public transportation service, and

(f) Meal delivery service, as permitted by former 49 U.S.C. § 5310(h)(7),

(2) Public Transportation Emergency Relief Project Requirements. For a Project that addresses an emergency as defined by 49 U.S.C. § 5324(a)(2) and is supported with funding made available or appropriated for 49 U.S.C. § 5311(b)(2), as amended by MAP-21, the State agrees to:

(a) Use that funding only for expenses that are not reimbursed under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et seq.*, and

(b) Comply with the terms and conditions the Secretary determines are necessary for the Project,

(3) Funds transferred from other Federal programs must be used for Projects eligible for Section 5311(b)(2) funding,

(4) Intercity Transportation. Each fiscal year, it will:

(a) Spend a minimum of at least fifteen (15) percent of its 49 U.S.C. § 5311 funds for Intercity Transportation Projects as provided by 49 U.S.C. § 5311(f), or

(b) Provide a certification of the State's chief executive officer or that person's authorized designee that the intercity bus service needs within the State are adequately fulfilled,

(5) Transfer of Project Property. As provided by 49 U.S.C. § 5311(h), it may transfer Section 5311 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:

(a) The subrecipient possessing the property consents to the transfer, and

(b) The transferred property will continue to be used for service in a rural area,

(6) Employee Protective Arrangements. Compliance with the employee protections of the U.S. DOL Special Warranty that applies to Formula Grants for Rural Areas, 49 U.S.C. § 5311, as amended by MAP-21,

(7) Reporting Requirements. It will, and assures that for each fiscal year it provides funding under 49 U.S.C. § 5311 to any public transportation operator, that public transportation operator will:

(a) Conform to:

1 The National Transit Database reporting system, and

2 The uniform system of accounts and records,

(b) Facilitate compliance with 49 U.S.C. § 5335(a) that authorized FTA's national transit database,

(c) Comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. part 630,

(d) Comply with any other applicable reporting regulations as provided in FTA directives, and

(e) Follow FTA directives, except as FTA determines otherwise in writing,

(8) Participation of Subrecipients. It will enter into a written agreement with each subrecipient, including provisions that:

(a) Describe the subrecipient's responsibilities, and

(b) Assure that the subrecipient will not compromise the Recipient's compliance with:

1 Any Federal requirements that apply to the Project,

2 The State's obligations under the underlying Grant Agreement, and

3 This Master Agreement, and

(9) Provisions Applicable to Indian Tribes.

(a) Formula Grants for Rural Areas Program. An Indian tribe subrecipient that receives funds authorized under 49 U.S.C. § 5311(b)(2) for the Formula Grants for Rural Areas Program agrees to comply with the requirements of this section 59 of this Master Agreement when using its Formula Grants for Rural Areas Program funding, except as FTA determines otherwise in writing, and

(b) Tribal Transit Program. Sections 59.a – d(10)(a) of this Master Agreement do not apply to a Public Transportation on Indian Reservations Project financed with Federal funds authorized under 49 U.S.C. § 5311(c)(1), as amended by MAP-21.

Section 60. Special Provisions for the Formula Grants for Other Than Urbanized Areas Program for Projects or Grants for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the State understands and agrees to the following:

a. Program Repealed. Section 20010 of MAP-21 amended 49 U.S.C. § 5311 to establish a new Formula Grants for Rural Areas Program without re-authorizing the Formula Grants for Other Than Urbanized Areas Program, thus effectively repealing the latter Program,

b. MAP-21 Amendments. Among other things, MAP-21 amended the former 49 U.S.C. § 5311 to:

(1) Change the name of the program from the “Formula Grants for Other than Urbanized Areas” to the “Formula Grants for Rural Areas,”

(2) Substitute the term “rural” for “other than urbanized,”

(3) Authorize planning as an eligible activity for Subrecipients receiving Rural Areas Program funding, separate from the State planning funding for administrative functions,

(4) Include Job Access and Reverse Commute (JARC) Projects and Project activities as for funding under the Formula Grants for Rural Areas Program,

(5) Reduce the percentage of funding from fifteen (15) percent to ten (10) per cent that may be used for the State administration, planning, and technical assistance,

(6) Authorize a new Appalachian Development Public Transportation Assistance Program,

(7) Clarify that funding is available for “intercity bus facilities” and “joint-use facilities,”

(8) Authorize the use of the value of a private operator’s unsubsidized segment of intercity bus service costs to provide an in-kind local share for an intercity bus project that includes both feeder service and an unsubsidized segment of intercity bus service to which the feeder service connects, and

(9) Amend the former discretionary Tribal Transit Program to add a formula program,

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Formula Grants for Other Than Urbanized Areas Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5311:

(1) The State agrees to comply with:

(a) The program and eligibility requirements applicable to the Formula Grants for Other Than Urbanized Areas, former 49 U.S.C. § 5311(b)(2), for that fiscal year in which the Federal appropriations:

1 Were then made available for its Formula Grants for Other Than Urbanized Areas Project and Project activities, or

2 Will be made available for its Formula Grants for Other Than Urbanized Areas Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Formula Grants for Other Than Urbanized Areas Program authorized by former 49 U.S.C. § 5311(b)(2) in effect in Fiscal Year 2012 or a previous fiscal year, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the State agrees to follow:

(a) The applicable edition of FTA Circular 9040.1, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions," to the extent consistent with:

1 The program and eligibility requirements applicable to the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. § 5311(b)(2), for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Other Special Provisions for the Formula Grants for Other Than Urbanized Areas Program in Effect in Fiscal Year 2012 or a Previous Fiscal Year.

(1) Eligible Project Activities. Federal funds provided for the underlying Grant Agreement and subagreements may be used for the following public transportation Projects in areas other than urbanized areas:

(a) Purchase of service agreements with private providers of public transportation service,

(b) Capital assistance,

(c) Operating assistance, and

(d) Meal delivery service, as permitted by former 49 U.S.C. § 5310(g),

(2) Funds transferred from other Federal programs must be used for Projects eligible for Section 5311(b)(2) funding,

(3) Intercity Transportation. Each fiscal year, it will:

(a) Spend a minimum of at least fifteen (15) percent of its 49 U.S.C. § 5311 funds for Intercity Transportation Projects as provided by 49 U.S.C. § 5311(f), or

(b) Provide a certification of the State's chief executive officer or that person's authorized designee that the intercity bus service needs within the State are adequately fulfilled,

(4) Transfer of Project Property. As provided by 49 U.S.C. § 5311(h), it may transfer Section 5311 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:

(a) The subrecipient possessing the property consents to the transfer, and

(b) The transferred property will continue to be used for service in an other than urbanized area,

(5) Employee Protective Arrangements. The Recipient will comply with the employee protections of the U.S. DOL Special Warranty that applies to Formula Grants for Other Than Urbanized Areas Program authorized by 49 U.S.C. § 5311 in effect in Fiscal Year 2012 or a previous fiscal year,

(6) Reporting Requirements. It will, and assures that for each fiscal year it provides 49 U.S.C § 5311(b)(2) funding to any public transportation operator that public transportation operator will:

(a) Conform to:

1 The National Transit Database reporting system, and

2 The uniform system of accounts and records,

(b) Facilitate compliance with 49 U.S.C. § 5335(a) that authorized FTA's national transit database,

(c) Comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630,

(d) Comply with any other applicable reporting regulations as provided in FTA directives, and

(e) Follow FTA directives, except as FTA determines otherwise in writing,

(7) Participation of Subrecipients. It will enter into a written agreement with each subrecipient, including provisions that:

(a) Describe the subrecipient's responsibilities, and

(b) Assure that the subrecipient will not compromise the State's compliance with:

1 Any Federal requirements that apply to the Project, and

2 The Recipient's obligations under the underlying Grant Agreement, and this Master Agreement, and

(8) Provisions Applicable to Indian Tribes.

(a) Formula Grants for Other Than Urbanized Area Program. The Recipient agrees to ensure that an Indian tribe subrecipient that receives funds authorized under 49 U.S.C. § 5311(c)(2) for the Formula Grants for Other Than Urbanized Areas Program agrees to comply with the requirements of this section 60 of this Master Agreement when using its Formula Grants for Other Than Urbanized Area Program funding, except as FTA determines otherwise in writing, and

(b) Tribal Transit Program. Sections 60.a – c(8)(a) of this Master Agreement do not apply to a Tribal Transit Project financed with Federal funds authorized under 49 U.S.C. § 5311(c)(1).

Section 61. Special Provisions for the Rural Transportation Assistance Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Essentially Unchanged. Among other things, Section 20010 of MAP-21 made only minor amendments to the Rural Transportation Assistance Program authorized by 49 U.S.C. § 5311(b)(3),

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Rural Transportation Assistance Program supported with funding made available or appropriated for 49 U.S.C. § 5311(b)(3), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable requirements of Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance, except as FTA determines otherwise in writing, and

c. MAP-21 Requirements Apply. Because MAP-21 did not make any significant changes to the Rural Transportation Assistance Program authorized by former 49 U.S.C. § 5311(b) in effect in Fiscal Year 2012 or a previous fiscal year, the Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, MAP-21 requirements will apply to its Project and Project activities supported with funding made available or appropriated for the Rural Transportation Assistance Program, irrespective of whether the funding for its Project or its Project activities is derived from:

(1) Funding made available or appropriated for 49 U.S.C. § 5311(b)(3), as amended by MAP-21, or

(2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for former 49 U.S.C. § 5311(b)(3) in effect in Fiscal Year 2012 or a previous fiscal year.

Section 62. Special Provisions for the Grants for Public Transportation on Indian Reservations Grants Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20010 of MAP-21 amended former 49 U.S.C. § 5311(c)(1) to add a formula and discretionary Grants for Public Transportation on Indian Reservations Program authorized by MAP-21 without re-authorizing the former discretionary only "Tribal Transit" Program authorized by former 49 U.S.C. § 5311(c)(1), thus effectively repealing the latter Program, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Grants for Public Transportation on Indian Reservations Program supported with funding made available or appropriated for 49 U.S.C. § 5311(c)(1), as amended by MAP-21:

(1) The Indian Tribe, as the Recipient, agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Indian Tribe, as the Recipient, agrees to follow:

(a) The most recent FTA Notice of Funding Availability and Solicitation of Grant Proposals for funding made available or authorized for the Public Transportation on Indian Reservations Grants Program funds authorized by MAP-21, to be awarded for projects under the formula and discretionary Public Transportation on Indian Reservations Grants Program Authorized by MAP-21, 49 U.S.C. § 5311(c)(1), to the extent that its provisions are consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 63. Special Provisions for the "Tribal Transit" Program in Effect for Projects or Grants for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20010 of MAP-21 amended 49 U.S.C. § 5311(c)(2) to establish a new formula and discretionary Public Transportation on Indian Reservations Grants Program without re-authorizing the former discretionary only "Tribal Transit" Program, thus effectively repealing the latter Program,

b. MAP-21 Amendments. MAP-21 amended the original "Tribal Transit" Program, former 49 U.S.C. § 5311(c)(1, to:

(1) Add a new formula program, and

(2) Reduce the funding for the discretionary program, and

.

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the "Tribal Transit" Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for the former 49 U.S.C. § 5311(c)(1):

(1) The Indian Tribe agrees to comply with:

(a) 49 U.S.C. § 5311(c)(1) in effect for the fiscal year in which the funding was authorized,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the discretionary "Tribal Transit Program," authorized by former 49 U.S.C. § 5311(c)(1) in effect in Fiscal Year 2012 or a previous fiscal year, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Indian Tribe agrees to follow:

(a) The applicable Notice of Funding Availability: Solicitation of Grant Proposals for discretionary Tribal Transit Program Funds, for projects under the Tribal Transit Program authorized by former 49 U.S.C. § 5311(c)(1) in effect in Fiscal Year 2012 or a previous fiscal year, to the extent that the notice is consistent with:

1 The program and eligibility requirements applicable to the discretionary Tribal Transit Program authorized by former 49 U.S.C. § 5311(c)(1) in effect in Fiscal Year 2012 or a previous fiscal year, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 64. Special Provisions for the Appalachian Development Public Transportation Assistance Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20010 of MAP-21 added the new Appalachian Development Public Transportation Assistance Program authorized by 49 U.S.C. § 5311(c)(2), as amended by MAP-21,

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Appalachian Development Public Transportation Assistance Program authorized by 49 U.S.C. § 5311(c)(2), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) The Recipient agrees to follow other applicable Federal guidance, except as FTA determines otherwise in writing, and

c. Transfer of Funds. The Recipient agrees as follows:

(1) MAP-21 Requirements. As permitted by 49 U.S.C. § 5311(c)(2)(D), the Recipient may transfer to a highway project the funding for the Appalachian Development Public Transportation Assistance Program that cannot be used for operations under that Program, provided that all of the following requirements have been fulfilled:

(a) The Recipient has provided to affected public transportation providers:

1 Appropriate notice, and

2 An opportunity for comment and appeal,

(b) The Recipient has determined that the Recipient's local transit needs are being addressed, and

(c) The Recipient has approved the decision in writing.

(2) Future Guidance. In the near future, FTA intends to develop and issue guidance on the transfer of funds under this program.

Section 65. Special Provisions for the Over-the-Road Bus Accessibility Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(b) of MAP-21 expressly repealed section 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note, without re-authorizing the Over-the-Road Bus Accessibility Program,

b. MAP-21 Amendments. MAP-21 did not expressly authorize projects and activities previously supported with funding made available or appropriated for the former Over-the-Road Bus Accessibility Program,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Over-the-Road Bus Accessibility Program supported with Fiscal Year 2012 or a previous fiscal year funding made available or appropriated for repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note:

   (1) The Recipient agrees to comply with:

      (a) The program and eligibility requirements applicable to the Over-the-Road Bus Accessibility Program, repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, for that fiscal year in which the Federal appropriations:

         1 Were then made available for its Over-the-Road Bus Accessibility Project and Project activities, or

         2 Will be made available for its Over-the-Road Bus Accessibility Project and Project activities,

      (b) The "Over-the-Road Buses" regulations in U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, subpart H,

      (c) Joint U.S. ATBCB and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,

      (d) Other applicable Federal laws and regulations,

      (e) Applicable provisions of its Underlying Agreement,

      (f) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Over-the-Road Bus Accessibility Program, repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, and other applicable provisions of this Master Agreement, and

      (g) Other applicable provisions of this Master Agreement, and

   (2) The Recipient agrees to follow other applicable Federal guidance, except as FTA determines otherwise in writing:

(a) The most recent FTA Notice pertaining to the former Over-the-Road Bus Accessibility Program to the extent consistent with:

1 Repealed section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance,

d. Employee Protective Arrangements. The Recipient agrees to comply with Section 28.d(4) of this Master Agreement, which applies the employee protections of the U.S. DOL Special Warranty for Projects supported with funding made available or appropriated for the Over-the-Road Bus Accessibility Program, and

e. Order of Precedence. FTA and the Recipient agree that the most recent FTA Notice pertaining to the Over-the-Road Bus Accessibility Program supersedes conflicting provisions of this Master Agreement.

Section 66. Special Provisions for the Paul S. Sarbanes Transit in Parks Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(a) of MAP-21 expressly repealed 49 U.S.C. § 5320, without re-authorizing the Paul S. Sarbanes Transit in Parks Program,

b. MAP-21 Amendments. MAP-21 did not expressly authorize projects and activities previously supported with funding made available or appropriated for the Paul S. Sarbanes Transit in Parks Program, repealed 49 U.S.C. § 5320,

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Paul S. Sarbanes Transit in Parks Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for repealed 49 U.S.C. § 5320:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the Paul S. Sarbanes Transit in Parks Program, repealed 49 U.S.C. § 5320, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Paul S. Sarbanes Transit in Parks Project and Project activities, or

2 Will be made available for its Paul S. Sarbanes Transit in Parks Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Paul S. Sarbanes Transit in Parks Program authorized by repealed 49 U.S.C. § 5320 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent FTA Notice pertaining to the Paul S. Sarbanes Transit in Parks Program to the extent consistent with the:

1 Applicable requirements of 49 U.S.C. chapter 53, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

d. Order of Precedence. FTA and the Recipient agree that the most recent Paul S. Sarbanes Transit in Parks Program Notice supersedes conflicting provisions of this Master Agreement.

Section 67. Special Provisions for All "Research-Type" Programs. Except as FTA determines otherwise in writing:

a. Programs Covered. FTA considers the following programs to be "Research-Type" programs to which the provisions described in section 67.b of this Master Agreement will apply to projects funded with appropriations under those programs:

(1) Projects authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that funded the project were authorized,

(2) Projects authorized under 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that funded the project were authorized,

(3) Projects authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that funded the project were authorized,

(4) Projects authorized by the repealed section 3045 of SAFETEA-LU, irrespective of the fiscal year for which the appropriations that funded the project were authorized,

(5) Projects authorized under repealed section 3046 of SAFETEA-LU, irrespective of the fiscal year for which the appropriations that funded the project were made available,

(6) Other similar research projects for which FTA awarded funding, and

b. "Research-Type" Provisions. The Recipient understands and agrees that the following provisions will apply to its "Research-Type" Project:

(1) Project Report. The Recipient agrees that:

(a) In addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Project Report that:

1 Describes:

a The subject (or subjects) investigated,

b The methods used,

c The Project results, and

d The conclusions reached,

2 To the extent FTA deems satisfactory, is sufficiently:

a Organized,

b Well written, and

c Comprehensive,

3 Contains the following disclaimer:

This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest of information exchange. The United States government assumes no liability for the contents or use thereof.

The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report, 4 Complies with:

a The accessibility requirements of:

(i) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and

(ii) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and

b The specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements, and

5 Identifies clearly and precisely any specific information or data that is:

a Confidential,

b Privileged, or

c Proprietary information or data contained within any report or document, and

(b) Except for confidential, privileged, or proprietary information in the Project Report, FTA may:

1 Publish the Project Report, and

2 Make the Project Report available for publication on the Internet or in any other venue,

(2) Project Identification. Except as FTA determines otherwise in writing, the Recipient agrees that:

(a) If any product developed with Section 5312 funding:

1 Is Tangible and:

a Is produced from the Project, or

b Is a result of the Project, and

2 Is a Project deliverable, and

a Visible to the public, or

b Is or will be made available to:

(i) Other research organizations, or

(ii) Public transportation providers, and

3 Consists of:

a Equipment,

b A prototype,

c Hardware,

d Construction,

e Reports,

f Data,

g Software,

h Internet pages, or

i Any similar item, then

(b) The Recipient will display notice that the U.S. Department of Transportation, Federal Transit Administration provided Federal funds to develop the Project using an appropriate:

1 Sign,

2 Designation, or

3 Notice,

c. Protection of Human Subjects. The Recipient agrees to comply with protections for human subjects involved in Project activities as required by:

(1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq*., and

(2) U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. part 11,

d. Protection of Animals. The Recipient agrees to comply with protections for animals involved in Project activities as required by:

(1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq*., and

(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. chapter I, subchapter A, parts 1, 2, 3, and 4, and

e. Export Control. The Recipient understands and agrees that before exporting any information that is subject to Federal export requirements, it must first:

(1) Obtain the necessary Federal license(s), and

(2) Comply with the Federal export control regulations of the:

(a) U.S. Department of Commerce, Bureau of Industry and Security, "Export Administration Regulations," specifically, 15 C.F.R. parts 730 *et seq*.,

(b) U.S. Department of State,

(c) U.S. Department of the Treasury, and

(d) U.S. Department of Defense.

Section 68. Special Provisions for the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312(a) to establish a new the Research, Development, Demonstration, and Deployment Program authorized by 49 U.S.C. § 5312(a), which divided the former Program into five Programs focused on specific activities, and did not re-authorize several Research, Development, Demonstration, and Deployment Projects authorized by former 49 U.S.C. § 5312(a) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program, and

b. Federal Laws, Regulations, and Guidance In administering its Project or Project activities under the Research, Development, Demonstration, and Deployment Program and supported with funding made available or appropriated for 49 U.S.C§ 5312(a), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations, and

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 69. Special Provisions for the Research, Development, Demonstration, and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312 to divide the Research, Development, Demonstration, and Deployment Program into five separate Programs focused on specific activities, but section 20011 of MAP-21did not re-authorize several Research, Development, Demonstration, and Deployment Projects that had been authorized by former 49 U.S.C. § 5312(a) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The MAP-21 amendments varied the specificity of eligible Projects and Project activities and eligible Applicants as will be discussed in sections 71, 73, 75, and 77 of this Master Agreement, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the former Research, Development, Demonstration, and Deployment Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5312(a):

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements that apply to the Research, Development, Demonstration, and Deployment Program, former 49 U.S.C. § 5312, for that fiscal year in which the Federal appropriations:

1 Were then made available for its Research, Development, Demonstration, and Deployment Project and Project activities, or

2 Will be made available for its Research, Development, Demonstration, and Deployment Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements that apply to the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 for that fiscal year in which funding was appropriated for the Project, except to the extent those requirements are superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 70. Special Provisions for the Research Program Within the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312 to establish a new Research Program in the Research, Development, Demonstration, and Deployment Program, but Section 20011 of MAP-21 did not re-authorize the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312(a) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The MAP-21 amendments added more specificity to the Research Program within the Research, Development, Demonstration, and Deployment Program authorized by 49 U.S.C. § 5312(b):

(1) Eligible Projects. The Research Program within the Research, Development, Demonstration, and Deployment Program, as amended by MAP-21, offers a wide selection of eligible Projects and Project activities, but does identify them specifically, and

(2) Eligible Applicants. The Research Program within the Research, Development, Demonstration, and Deployment Program, as amended by MAP-21, offers a wide selection of eligible Applicants, but does identify those Applicants specifically, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Research Program of the Research, Development, Demonstration, and Deployment Program Activities Program supported with funding made available or appropriated for 49 U.S.C. § 5312(b), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 71. Special Provisions for the Research Provisions of the Research, Development, Demonstration, and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.

Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312(b) to establish a new Research Program within the Research, Development, Demonstration, and Deployment Program, and did not re-authorize several Research, Development, Demonstration, and Deployment Programs authorized by former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The MAP-21 amendments added more specificity to the types of Research Projects and Project activities as well as types of eligible Applicants within the Research Program of the Research, Development, Demonstration, and Deployment Program authorized by MAP-21 than is provided in the former Research provisions of the Research. Development, Demonstration, and Deployment Program in effect in Fiscal Year 2012 or a previous fiscal year while:

    (1) Eligible Projects. Absent an earmark, the Research provisions of the former Research, Development, Demonstration, and Deployment Program identify the types of eligible Projects and Project activities less specifically, and

    (2) Eligible Applicants. Absent an earmark, the Research provisions of the former Research, Development, Demonstration, and Deployment Program identify the types of eligible Applicants less specifically, and

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the former Research provisions of the former Research, Development, Demonstration, and Deployment Program supported with funding made available or appropriated for 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year:

    (1) The Recipient agrees to comply with the:

        (a) The Program and eligibility requirements that apply to the Research provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312, for that fiscal year in which the Federal appropriations:

            1 Were then made available for its Research Project and Project activities under the Research, Development, Demonstration, and Deployment Program, former 49 U.S.C. § 5312, or

            2 Will be made available for its Research Project and Project activities under the former Research Project and Project activities under the Research, Development, Demonstration, and Deployment Program,

        (b) Other applicable Federal laws and regulations,

        (c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Research provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal, law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements applicable to the Research provisions of the Research, Development, and Demonstration Program, former 49 U.S.C. § 5312, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 72. Special Provisions for the Innovation and Development Program Within the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New Map-21 Program. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312(c) to establish a new Innovation and Development Program within the Research, Development, Demonstration, and Deployment Program and did not re-authorize the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312(a) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The following MAP-21 amendments added more specificity to the Innovation and Development Program within the Research, Development, Demonstration, and Deployment Program authorized by 49 U.S.C. § 5312(c):

(1) Eligible Projects. The Innovation and Development Program within the Research, Development, Demonstration, and Deployment Program as amended by MAP-21 offers

a wide selection of eligible Projects and Project activities, but identifies them specifically, and

(2) Eligible Applicants. The Innovation and Development Program within the Research, Development, Demonstration, and Deployment Program as amended by MAP-21 offers a wide selection of eligible Applicants, but does identify them specifically, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Innovation and Development Program within the Research, Development, Demonstration, and Deployment Program Activities Program supported with funding made available or appropriated for 49 U.S.C. § 5312(c), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 73. Special Provisions for the Innovation and Development Provisions of the Research, Development, Demonstration, and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312 to establish a new Innovation and Development Program within the former Research, Development, Demonstration, and Deployment Program authorized by 49 U.S.C. § 5312(d)(1), and did not re-authorize several Research, Development, Demonstration, and

Deployment Programs supported with funds made available or appropriated for former 49 U.S.C. § 5312(a) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The MAP-21 amendments added more specificity to the types of Innovation and Development Projects and Project activities as well as types of eligible Applicants within the Innovation and Development Program Authorized by MAP-21 than is provided in the Innovation and Development provisions of the Research. Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year while:

   (1) Eligible Projects. Absent an earmark, the Innovation and Development provisions of the former Research, Development, Demonstration, and Deployment Program identify the types of eligible Projects and Project activities less specifically, and

   (2) Eligible Applicants. Absent an earmark, the Research provisions of the Innovation and Development provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 identify the types of eligible Applicants less specifically, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the former Innovation and Development provisions of the Research, Development, Demonstration, and Deployment Program supported with funding made available or appropriated for former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year:

   (1) The Recipient agrees to comply with the:

      (a) Program and eligibility requirements applicable to the Innovation and Development provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 for that fiscal year in which the Federal appropriations:

         1 Were then made available for its Innovation and Development Project and Project activities under the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312, or

         2 Will be made available for its Innovation and Development Project and Project activities under the former Research Project and Project activities under the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312,

      (b) Other applicable Federal laws and regulations,

      (c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Innovation and Development provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements applicable to the Innovation and Development provisions of the Research, Development, Demonstration, and Deployment Program authorized by former 49 U.S.C. § 5312 for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 74. Special Provisions for the Demonstration, Deployment and Education Program Within the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312 to establish a new Demonstration, Deployment and Education Program authorized by 49 U.S.C. § 5312(d)(1), within the Research, Development, Demonstration, and Deployment Program and did not re-authorize the Joint Partnership Program authorized by former 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing the latter Program,

b. MAP-21 Amendments. The MAP-21 amended the Research, Development, Demonstration, and Deployment Program as follows:

(1) Eligible Projects. The Demonstration, Deployment and Education Program within the Research, Development, Demonstration, and Deployment Program, as amended by

MAP-21, promotes the early deployment of innovation, and

(2) Eligible Applicants. The Demonstration, Development, and Education Program within the Research, Development, Demonstration, and Deployment Program, as amended by MAP-21, may provide funding to a broad variety of entities, including consortia, and other similar groups,

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Demonstration, Development, and Education Program within the Research, Development, Demonstration, and Deployment Program supported with funding made available or appropriated for 49 U.S.C. § 5312(d)(1), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 75. Special Provisions for the Joint Partnership Program for Deployment of Innovation for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 amended 49 U.S.C. 5312(b) without re-authorizing the Joint Partnership Program for Deployment of Innovation authorized by former 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year, thus effectively repealing that Program,

b. MAP-21 Amendments. MAP-21 did not expressly re-authorize the specific provisions that accompanied the Joint Partnership Program for Deployment of Innovation, authorized by former 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year, but did transfer many, but not all, Projects and Project activities eligible for funding under that program to the Demonstration, Deployment, and Education Program within the Research Development, Demonstration, and Deployment Program authorized by 49 U.S.C. § 5312(d)(1), as amended by MAP-21, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Joint Partnership Program for Deployment of Innovation supported with funding made available or appropriated for 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the Joint Partnership Program for Deployment of Innovation, 49 U.S.C. § 5312(b), for that fiscal year in which the Federal appropriations:

1 Were then made available for its Project and Project activities under the Joint Partnership Program for Deployment of Innovation, 49 U.S.C. § 5312(b), or

2 Will be made available for its Project and Project activities under the Joint Partnership Program for Deployment of Innovation, 49 U.S.C. § 5312(b),

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Innovation and Development provisions of the former Joint Partnership Program for the Deployment of Innovation, authorized by former 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether those requirements have been expressed in Federal law, regulation, other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The Program and eligibility requirements of the Joint Partnership Program for Innovation and Development, authorized by former 49 U.S.C. § 5312(b) in effect in Fiscal Year 2012 or a previous fiscal year, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 76. Special Provisions for the Low or No Emission Vehicle Deployment Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20011 of MAP-21 added the new Low or No Emission Vehicle Deployment Program authorized by 49 U.S.C. § 5312(d)(5), as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Low or No Emission Vehicle Deployment Program of the Research, Development, Demonstration, and Deployment Program supported with funding made available or appropriated for 49 U.S.C. § 5312(d)(5), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 77. Special Provisions for the Clean Fuels Grant Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(a) of MAP-21 expressly repealed 49 U.S.C. § 5308, without re-authorizing the Clean Fuels Grant Program, but did include certain innovative Clean Fuels activities among those Project activities eligible for Federal funding under 49 U.S.C. § 5312(d)(5), as amended by MAP-21, which authorized the Low or No Emission Vehicle Deployment Program,

b. MAP-21 Amendments. MAP-21 amended 49 U.S.C. § 5312 to recognize certain projects and activities that were previously eligible for funding under the former Clean Fuels Grant Program, repealed 49 U.S.C. § 5308, as now eligible for funding under the "Low or No Emission Vehicle Deployment Program," 49 U.S.C. § 5312(d)(5), as amended by MAP-21, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Clean Fuels Grant Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for repealed 49 U.S.C. § 5308:

    (1) The Recipient agrees to comply with the:

        (a) Program and eligibility requirements applicable to the Clean Fuels Grant Program, repealed 49 U.S.C. § 5308, for that fiscal year in which the Federal appropriations:

            1 Were then made available for its Clean Fuels Grant Project, or

            2 Will be made available for its Clean Fuels Grant Project,

        (b) FTA regulations, "Clean Fuels Grant Program," 49 C.F.R. part 624,

        (c) Other applicable Federal laws and regulations,

        (d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Clean Fuels Grant Program authorized by repealed 49 U.S.C. § 5308 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

        (e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

        (f) Other applicable provisions of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance, except as FTA determines otherwise in writing.

Section 78. Special Provisions for the International Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 amended former 49 U.S.C. § 5312(c), without re-authorizing the International Program, effectively repealing that Program,

b. MAP-21 Amendments. MAP-21 did not expressly authorize projects and activities previously supported with funding made available or appropriated for the International Program authorized by former 49 U.S.C. § 5312(c), and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the International Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for 49 U.S.C. § 5312(c):

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the former International Program authorized by 49 U.S.C. § 5312(c), for that fiscal year in which the Federal appropriations:

1 Were then made available for its International Project, or

2 Will be made available for its International Project,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the International Program authorized by former 49 U.S.C. § 5312(c) in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements of the International Program authorized by former 49 U.S.C. § 5312(c), except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 79. Special Provisions for the National Fuel Cell Bus Technology Development Program Authorized by Section 3045 of SAFETEA-LU for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(c)(4) of MAP-21 expressly repealed section 3045 of SAFETEA-LU, 49 U.S.C. § 5308 note, without re-authorizing the allocations for the National Fuel Cell Bus Technology Development Program supported with funding made available or appropriated for that statute,

b. MAP-21 Amendments. MAP-21 did not expressly re-authorize the specific National Fuel Cell Bus Technology Development projects and activities funded authorized by the repealed section 3045 of SAFETEA-LU, 49 U.S.C. § 5308, note, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the former National Fuel Cell Bus Technology Development Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for the repealed section 3045 of SAFETEA-LU, 49 U.S.C. § 5308 note:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements applicable to the former National Fuel Cell Bus Technology Development Program authorized by the repealed section 3045 of SAFETEA-LU, 49 U.S.C. § 5308 note, for that fiscal year in which the Federal appropriations:

1 Were then made available for its National Fuel Cell Bus Technology Development Project, or

2 Will be made available for its National Fuel Cell Bus Technology Development Project,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the repealed section 3045 of SAFETEA-LU authorized by 49 U.S.C. § 5308 note, irrespective of whether expressed in Federal law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) The Recipient agrees to follow, except as FTA determines otherwise in writing:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements of the National Fuel Cell Bus Technology Development Program authorized by the repealed section 3045 of SAFETEA-LU, 49 U.S.C. § 5308 note, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 80. Special Provisions for the Allocations for the National Research and Technology Program Authorized by Section 3046 of SAFETEA-LU for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20002(c)(5) of MAP-21 expressly repealed section 3046 of SAFETEA-LU, 49 U.S.C. § 5338 note, without re-authorizing the former Allocations for the National Research and Technology Program supported with funding made available or appropriated for that statute,

b. MAP-21 Amendments. MAP-21 did not expressly re-authorize the specific projects and project activities supported with funding made available or appropriated for the former Allocations for the National Research and Technology Program authorized by the repealed section 3046 of SAFETEA-LU, 49 U.S.C. § 5338 note, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities supported with funding made available or appropriated for repealed section 3046 of SAFETEA-LU, 49 U.S.C. § 5338 note, in effect in Fiscal Year 2012 or a previous fiscal year, which authorized the former Allocations for the National Research and Technology Program:

(1) The Recipient agrees to comply with the:

(a) Program and eligibility requirements that apply to the former Allocations for the National Research and Technology Program authorized by repealed section 3046 of SAFETEA-LU, 49 U.S.C. § 5338 note, for that fiscal year in which the Federal appropriations:

1 Were then made available for its National Fuel Cell Bus Technology Development Project, or

2 Will be made available for its National Fuel Cell Bus Technology Development Project,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement,

(d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the repealed section 3046 of SAFETEA-LU authorized by 49 U.S.C. § 5338 note in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

(e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements of the former National Fuel Cell Bus Technology Development Program authorized by the repealed section 3046 of SAFETEA-LU, 49 U.S.C. § 5338 note, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 81. Special Provisions for the Transit Cooperative Research Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Essentially Unchanged. Among other things, MAP-21 did not make any change to the Transit Cooperative Research Program authorized by 49 U.S.C. § 5313,

b. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Transit Cooperative Research Program supported with funding made available or appropriated for 49 U.S.C. § 5313:

   (1) The Recipient agrees that to comply with:

      (a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

      (b) Other applicable requirements of Federal laws and regulations,

      (c) Its Underlying Agreement, and

      (d) Applicable provisions of sections 43, section 67, and other sections of this Master Agreement, and

   (2) The Recipient agrees to follow other applicable Federal guidance, except as FTA determines otherwise in writing, and

c. MAP-21 Requirements Apply. Because MAP-21 did not make any significant changes to the Transit Cooperative Research Program authorized by 49 U.S.C. § 5313 in effect in Fiscal Year 2012 or a previous fiscal year, the Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, MAP-21 requirements apply to its Project and Project activities under the Transit Cooperative Research Program, irrespective of whether the funding for this project or these project activities is derived from:

   (1) Funding made available or appropriated for 49 U.S.C. § 5313, as amended by MAP-21, or

   (2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for 49 U.S.C. § 5313 in effect in Fiscal Year 2012 or a previous fiscal year.

Section 82. Special Provisions for the Technical Assistance and Standards Development Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20012 of MAP-21 added the new Technical Assistance and Standards Development Program authorized by 49 U.S.C. § 5314(a), as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Technical Assistance and Development Program supported with funding made available or appropriated for 49 U.S.C. § 5314(a), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 83. Special Provisions for the Technical Assistance Program *[To Support Public Transportation Availability for Seniors and Individuals with Disabilities]* Authorized by MAP-21. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20012 of MAP-21 added the new Technical Assistance Program *[To Support Public Transportation Availability for Seniors and Individuals with Disabilities]*, 49 U.S.C. § 5314(b), as amended by MAP-21, that:

(1) Provides FTA authority to award funding to more than one national nonprofit organization, and

(2) Requires the use of the competitive bid process, and

b. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the Technical Assistance Program *[To Support Public Transportation Availability for Seniors and Individuals with Disabilities]* supported with funding made available or appropriated for 49 U.S.C. § 5314(b), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations, and

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 84. Special Provisions for the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 *[Project ACTION]* for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20011 of MAP-21 did not specifically re-authorize the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 [*Project ACTION*], authorized by former 49 U.S.C. § 5314(a)(2), thus effectively repealing that Program,

b. MAP-21 Amendments. Although MAP-21 did not expressly re-authorize all the provisions of the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 [*Project ACTION*], authorized by former 49 U.S.C. § 5314(a)(2) in effect in Fiscal Year 2012 or a previous fiscal year, MAP-21 did include re-authorize certain activities supported with funding made available or appropriated for that program within the activities eligible for Federal funding under Technical Assistance Program *[To Support Public Transportation*

Availability for Seniors and Individuals with Disabilities], 49 U.S.C. § 5314(b), as amended by MAP-21, and

c. Federal Laws, Regulations, and Guidance. In administering Projects and Project activities under Project ACTION supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for former 49 U.S.C. § 5312(a)(2):

(1) The Recipient agrees to comply with:

(a) Program and eligibility requirements applicable to the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 [*Project ACTION*], authorized by former 49 U.S.C. § 5312(a)(2), for that fiscal year in which the Federal appropriations:

1 Were then made available for Project ACTION, or

2 Will be made available for Project ACTION,

(b) Other applicable Federal laws and regulations,

(c) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 [*Project ACTION*], authorized by former 49 U.S.C. § 5314(a)(2) in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form,

(d) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(e) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements of the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 [*Project ACTION*], authorized by former 49 U.S.C. § 5314(a)(2), except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 85. Special Provisions for the National Technical Assistance Center for Senior Transportation Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. MAP-21 amended 49 U.S.C. § 5314(c) without re-authorizing the National Technical Assistance Center for Senior Transportation Program, thus effectively repealing that Program,

b. MAP-21 Amendments. MAP-21 did not expressly authorize projects and activities previously supported with funding made available or appropriated for the National Technical Assistance Center for Senior Transportation Program, and

c. Federal Laws, Regulations, and Guidance. In administering its Project or Project activities under the National Technical Assistance Center for Senior Transportation Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for 49 U.S.C. § 5314(c):

   (1) The Recipient agrees to comply with the:

      (a) Program and eligibility requirements applicable to the National Technical Assistance Center for Senior Transportation Program authorized by former 49 U.S.C. § 5314(c) for that fiscal year in which the Federal appropriations:

         1 Were then made available for its National Technical Assistance Center for Senior Transportation Project, or

         2 Will be made available for its National Technical Assistance Center for Senior Transportation Project,

      (b) Other applicable Federal laws and regulations,

      (c) Its Underlying Agreement,

      (d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the National Technical Assistance Center for Senior Transportation Program authorized by former 49 U.S.C. § 5314(c) in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether those conflicting requirements are expressed in Federal law, regulation, or other form,

      (e) The requirements for "Research-Type" programs in section 67 this Master Agreement, and

(f) Other applicable provisions of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 The program and eligibility requirements the National Technical Assistance Center for Senior Transportation Program authorized by former 49 U.S.C. § 5314(c), except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 86. Special Provisions for the Human Resources and Training Program Authorized by MAP-21 and for the Human Resources Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Essentially Unchanged. Section 20015 of MAP-21 did not make significant amendments to the Human Resources Program authorized by 49 U.S.C. § 5322(a) in effect in Fiscal Year 2012 or a previous fiscal year, but changed the name of the program to the Human Resources and Training Program,

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Human Resources and Training Program, or the Human Resources Program supported with funding made available or appropriated for 49 U.S.C. § 5322(a), as amended by MAP-21, or authorized by former 49 U.S.C. § 5322(a) in effect in Fiscal Year 2012 or a previous fiscal year, respectively:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable requirements of Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance, and

c. MAP-21 Requirements Apply. Because MAP-21 did not make any significant changes to the Human Resources and Training Program authorized by 49 U.S.C. § 5322(a), as amended by MAP-21, or former 49 U.S.C. § 5322(a), the Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, MAP-21 requirements apply to its Human Resources and Training or Human Resources Project and Project activities, irrespective of whether funding for this Project or these Project activities is derived from:

(1) MAP-21 funding made available or appropriated for the Human Resources and Training Program authorized by 49 U.S.C. § 5322(a), as amended by MAP-21, or

(2) Funding for Fiscal Year 2012 or a previous fiscal year made available or appropriated for the Human Resources Program authorized by former 49 U.S.C. § 5322(a) in effect in Fiscal Year 2012 or a previous fiscal year.

Section 87. Special Provisions for the Innovative Public Transportation Workforce Development Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20015 of MAP-21 added a new Innovative Public Transportation Workforce Development Program authorized by 49 U.S.C. § 5322(b), as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Innovative Public Transportation Workforce Development Program that are supported with funding made available or appropriated for 49 U.S.C. § 5322(b), as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) Its Underlying Agreement, and

(d) Applicable provisions of section 43, section 67, and other sections of this Master Agreement, and

(2) Except as FTA determines otherwise in writing, the Recipient agrees to follow:

(a) The most recent edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent consistent with:

1 Applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 88. Special Provisions for the Human Resources Fellowship Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Program Repealed. Section 20015 of MAP-21 amended 49 U.S.C. § 5322(b), without re-authorizing the Human Resources Fellowship Program, thus effectively repealing that Program,

b. MAP-21 Amendments. MAP-21 did not expressly re-authorize Human Resources Fellowship Projects or Project activities previously supported with funding made available or appropriated for the Human Resources Fellowship Program authorized by former 49 U.S.C. § 5322(b), and

c. Federal Laws, Regulations, and Guidance. In administering Project and Project activities under the Human Resources Fellowship Program supported with funding made available or appropriated for former 49 U.S.C. § 5322(b) in effect in Fiscal Year 2012 or a previous fiscal year:

(1) The Recipient agrees to comply with:

(a) The program and eligibility requirements applicable to the Human Resources Fellowship Program authorized by former 49 U.S.C. § 5322(b), for that fiscal year in which the Federal appropriations:

1 Were then made available for its Human Resources Fellowship Project and Project activities, or

2 Will be made available for its Human Resources Fellowship Project and Project activities,

(b) Other applicable Federal laws and regulations,

(c) Applicable provisions of its Underlying Agreement,

(d) Applicable provisions of section 67 and other sections of this Master Agreement, and

(e) MAP-21 cross-cutting requirements listed in section 43.b(3) of this Master Agreement that supersede conflicting requirements of the Human Resources Fellowship Program authorized by former 49 U.S.C. § 5322(b), and other applicable provisions of this Master Agreement, and

(2) The Recipient agrees to follow other applicable Federal guidance, except as FTA determines otherwise in writing.

(a) The applicable edition of FTA Circular 6100.1, "Research, Technical Assistance, and Training Programs: Application Instructions and Program Management Guidelines," to the extent that consistent with:

1 The program and eligibility requirements applicable to the Human Resources Fellowship Program authorized by former 49 U.S.C. § 5322(b), for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and

2 Applicable Federal laws, regulations, and guidance, and

(b) Other applicable Federal guidance.

Section 89. Special Provisions for the Public Transportation Emergency Relief Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20017 of MAP-21 added the new Public Transportation Emergency Relief Program authorized by 49 U.S.C. § 5324, as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project Activities that are or will be supported with funding made available or appropriated for the Public Transportation Emergency Relief Program authorized by 49 U.S.C. § 5324, as amended by MAP-21:

(1) The Recipient agrees to comply with:

(a) 49 U.S.C. § 5324, as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) The Underlying Agreement, and

(c) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance when developed, except as FTA determines otherwise in writing.

Section 90. Special Provisions for the State Safety Oversight Grants Program. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. New MAP-21 Program. Section 20021 of MAP-21 added the new State Safety Oversight Grants Program authorized by 49 U.S.C. § 5329(e)(6), as amended by MAP-21, and

b. Federal Laws, Regulations, and Guidance. In administering its State Safety Oversight Project and Project activities:

(1) The Recipient agrees to comply with:

(a) 49 U.S.C. § 5329(e)(6), as amended by MAP-21,

(b) Other applicable Federal laws and regulations,

(c) The Underlying Agreement, and

(d) Applicable provisions of section 43 and other sections of this Master Agreement, and

(2) The Recipient agrees to follow applicable Federal guidance when developed, except as FTA determines otherwise in writing.

Section 91. Special Provisions for State Infrastructure Bank Projects. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Federal Laws, Regulations, and Guidance. The Recipient agrees to administer its SIB funded Project consistent with Federal laws and regulations as provided in Federal guidance, that apply to the SIB providing Federal funds for the Project, which may include:

(1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required by MAP-21, and other applicable Federal legislation,

(2) Federal transit laws, specifically 49 U.S.C. § 5323(o), as amended by MAP-21, which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for projects to which MAP-21 applies,

(3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610,

(4) Any Federal law amending a law listed in the preceding sections 91.a(1) – (4) of this Master Agreement,

(5) Any Federal law enacted or Federal regulations promulgated at a later date applicable to the Project,

(6) Any other applicable Federal guidance that may be issued, except as the Federal Government determines otherwise in writing,

(7) The terms and conditions of any U.S. DOL Certification(s) of Public Transportation Employee Protective Arrangements,

(8) The Cooperative Agreement establishing the SIB program in the State, signed by the Federal Highway Administrator, Federal Transit Administrator, and authorized State official(s), or their authorized designees, and

(9) The FTA Grant Agreement providing Federal funds for the SIB Project, except that:

(a) Any provision of this Master Agreement does not apply to the Underlying Grant Agreement or the Project if it conflicts with:

1 Any other Federal law or regulation applicable to a SIB,

2 Federal SIB Guidelines,

3 The Cooperative Agreement establishing the SIB program within the State, or

4 The Underlying Grant Agreement, but

(b) The conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing, and

b. Limitations on Accessing Federal Funds in the Transit Account.

(1) The Recipient understands that the total amount of Federal funds awarded under the Grant Agreement for the Project to be supported with SIB deposits may not be available for immediate withdrawal, and

(2) The State and Recipient agree to restrict the amount of Federal funds it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement for the SIB Project or the Approved Project Budget for that Grant Agreement.

Section 92. Special Provisions for TIFIA Projects. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Federal Laws, Regulations, and Guidance. The Recipient agrees to administer its Project financed with Federal credit assistance authorized by the Transportation Infrastructure Finance and Innovation Act (TIFIA), as amended, as required by:

(1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. §§ 601 – 608, to the extent required by MAP-21, and other applicable Federal legislation,

(2) Federal transit laws, specifically 49 U.S.C. § 5323(o), as amended by MAP-21, which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for projects to which MAP-21 applies,

(3) Section 350 of the National Highway System Designation Act of 1995, as amended,

(4) Joint U.S. DOT and FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. parts 80 and 640 that have not been superseded by:

(a) MAP-21, or

(b) Any other statute in effect and that applies to the matter at issue, and

(5) Any Federal statute signed into law and regulation promulgated at a later date that would affect the Project.

b. Default. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if:

(1) It has defaulted on a TIFIA Loan, Loan Guarantee, or Line of Credit, and

(2) That default has not been cured within 90 days, and

c. Order of Precedence. Except as the Federal Government determines otherwise in writing, any provision of this Master Agreement that conflicts with the laws and regulations identified in this section 92.a of this Master Agreement will not apply to the Recipient's:

(1) TIFIA Loan,

(2) TIFIA Loan Guarantee, or

(3) TIFIA Line of Credit.

Section 93. Special Provisions for Recovery Act Projects. Except as FTA determines otherwise in writing, the Recipient understands and agrees to the following:

a. Recovery Act. The Recipient agrees that the following provisions apply to funds made available or appropriated for the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements of the Recovery Act, except as the Federal Government determines otherwise in writing:

b. Identification of Recovery Act Funding. An Underlying Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:

(1) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307, as amended by SAFETEA-LU, but prior to MAP-21,

(2) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act funds appropriated for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307, as amended by SAFETEA-LU, but prior to MAP-21,

(3) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act funds appropriated for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. § 5309(d) or (e), respectively, as amended by SAFETEA-LU, but prior to MAP-21,

(4) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act funds appropriated for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. § 5309(b)(2), as amended by SAFETEA-LU, but prior to MAP-21,

(5) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act funds appropriated for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311, as amended by SAFETEA-LU, but prior to MAP-21,

(6) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act funds appropriated for highways transferred to support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311, as amended by SAFETEA-LU, but prior to MAP-21,

(7) If the "Citation of Statute(s) Authoring Project" of the Underlying Grant Agreement or Cooperative Agreement displays "PL 111-5 – Transp. Invest/Greenhouse Gas & Energy Red – Economic Recovery," the Project is financed with Recovery Act funds specified in Title XII for Federal Transit Administration capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of the Recipient's public transportation systems, and

(8) If the "Citation of Statute(s) Authorizing Project" of the Underlying Grant Agreement displays "PL 111-5 – OST Surface Transportation – Economic Recovery," the Project is financed with Recovery Act funds specified in Title XII for the U.S. DOT Office of the Secretary Supplemental Discretionary Grants for a National Surface Transportation System, also referred to as the "TIGER Discretionary Grant Program,"

c. Identification of Project(s). The Project or Projects financed with Recovery Act funds are:

(1) Identified in the Recipient's Project application, and

(2) Reflected in the Approved Project Budget,

d. Prompt Implementation. The Recipient agrees to:

(1) Begin work on its Recovery Act Project promptly after FTA has awarded Recovery Act funds for that Project, and

(2) Continue to expend those Recovery Act funds expeditiously for Project purposes,

e. Federal Requirements. In addition to Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to each federally assisted public transportation Project financed with Recovery Act funds, except that the Federal share of the costs for which any Recovery Act award is made under this heading shall be, at the option of the Recipient, up to 100 percent of the cost of the Project,

f. U.S. OMB Provisions. The Recipient agrees to comply with U.S. OMB, "Award Terms for Assistance Agreements that Include Funds Under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5," 2 C.F.R. part 176, 74 *Fed. Reg*. 18449, April 23, 2009. Specifically, the Recipient acknowledges and agrees that:

(1) Reporting and Registration Requirements of Section 1512 of the Recovery Act.

(a) This award requires it to complete projects or activities supported with funding made available or appropriated for the Recovery Act and to report on its use of Recovery Act funds provided through this award. Information from these reports will be made available to the public,

(b) It will submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal award funded in whole or in part by the Recovery Act,

(c) It will have, and require its Subrecipients to have, a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com),

(d) It will:

1 Maintain a current registration in the System for Award Management, (https://www.sam.gov), the successor to the Central Contractor Registration (http://www.ccr.gov) at all times during which it has an active Federal award funded with Recovery Act funds, and

2 Require its Subrecipient to maintain a current registration in the System for Award Management (https://www.sam.gov), the successor to the Central Contractor Registration (http://www.ccr.gov) at all times during which it is participating in a Project financed through an active Federal award funded with Recovery Act funds, and

(e) It will report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at http://www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed,

(2) Buy America Requirements of Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. chapter 53 impose Buy America requirements sufficient for compliance with section 1605 of the Recovery Act,

(3) Wage Rate Requirements of Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with section 1606 of the Recovery Act,

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act, as required by Congress and as provided in 49 C.F.R. § 18.20 and 49 C.F.R. § 19.21, it will maintain records that identify adequately the source and application of Recovery Act funds,

(b) If it must comply with the Single Audit Act Amendments of 1996, and U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," it will separately identify its Recovery Act expenditures on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by U.S. OMB Circular A-133 by:

1 Identifying Recovery Act expenditures separately on the SEFA,

2 Identifying Recovery Act expenditures as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and

3 Including the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9.d of Part III on the SF-SAC,

(c) It will:

1 Separately identify to each Subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds,

2 Furnish sufficient information to each Subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program, when it awards funds for an existing program, and

(d) It will require each Subrecipient to include on its SEFA information that specifically identifies Recovery Act funding similar to the requirements for the Recipient's SEFA. This information is needed to monitor Subrecipient expenditures of Recovery Act funds properly and permits oversight by FTA, U.S. DOT, the Offices of Inspector General, and the Government Accountability Office,

g. One-Time Funding. It acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by FTA to advance similar funding amounts,

h. Funding Limits.

(1) The total amount of Recovery Act funds for the entire period of Project performance is the amount displayed on the Underlying Agreement, including the most recent amendment to the Underlying Agreement, and

(2) The Government's liability to make payments to the Recipient is limited to the eligible Project costs that can be financed with those Recovery Act funds as displayed on the Underlying Agreement, including the most recent amendment to that Underlying Agreement,

i. Integrity. All data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity,

j. Violations of Law. It and each of its Subrecipients must report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a Principal, Employee, Agent, Contractor, Subrecipient, Subcontractor, or other person:

   (1) Has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or

   (2) Has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds,

k. Maintenance of Effort. If it is a State, it will comply with the maintenance of effort certification it has made in compliance with section 1201 of the Recovery Act,

l. Emblems. U.S. DOT encourages it to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in each third party agreement used in connection with its Recovery Act Project(s),

m. Contracts Financed With Recovery Act Funds. In compliance with section 1554 of the Recovery Act, it will:

   (1) Award contracts financed under this Act as fixed-price contracts through the use of competitive procedures to the maximum extent possible, and

   (2) Post a summary of the contract on the Recovery Act web site maintained by the Recovery Accountability and Transparency Board when it does not award fixed price contracts or does not use competitive procedures, and

n. Time Limit for Spending Recovery Act Funds. The Recipient understands and agrees that:

   (1) Expiration Date. It must spend all Recovery Act funds that are within its control no later than the end of Federal fiscal year 2013 (September 30, 2013), but

   (2) Exception. The September 30, 2013 expiration date for spending Recovery Act funds will not apply if U.S. OMB has provided the Recipient a written waiver from this expenditure requirement.

Section 94. Special Provisions for Joint FTA – FRA Projects. When both FTA and the U.S. Federal Railroad Administration (FRA) make funding appropriated for their projects available for the same Project, the Recipient understands and agrees that the following provisions of section 94 of this Master Agreement apply:

a. General Legal Requirements: The Recipient agrees that:

(1) It will administer the Project to achieve maximum compliance with:

(a) FTA's statutory and regulatory requirements,

(b) FRA's statutory and regulatory requirements, and

(c) Recovery Act or other Federal statutory requirements, and

(2) It will carry out the jointly funded Project as described in the following sections 94.b – j of this Master Agreement, which address conflicting legal and regulatory requirements imposed on joint FTA and FRA projects,

b. Disadvantaged Business Enterprises. The Recipient agrees that:

(1) The following statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA:

(a) Section 1101(b) of MAP-21 (23 U.S.C. § 101 note) applies to FTA, but not to FRA,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, apply to FTA, but not to FRA,

(2) FRA is not authorized to use FTA's DBE regulations, and consequently

(3) The Recipient agrees that:

(a) It will comply with the statutory and regulatory DBE provisions that apply to FTA funds when using FTA funds for purchases, and

(b) It will use the "contracting with small and minority firms, women's business enterprise" provisions of 49 C.F.R. § 18.36(e) or 49 C.F.R. § 19.44(b), when using FRA funds,

c. Buy America. The statutory and regulatory Buy America provisions that apply to FTA funds differ from those that apply to FRA funds. The Recipient agrees that:

(1) It will comply with the statutory and regulatory Buy America provisions that apply to FTA funds when using FTA funds for purchases,

(2) It will use the Buy American statutory provisions and regulatory that apply to FRA funds, specifically section 301(a) of the Passenger Rail Investment and Improvement

Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, 49 U.S.C. § 24405(a), when using FRA funds for purchases, and

(3) If it uses both FTA and FRA funds to finance a purchase, the Recipient agrees to comply with the most restrictive statutory and regulatory provisions that apply to those FTA or FRA funds used,

d. Force Account – Procurement. FTA deems section 17(i) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if:

(1) The project is being conducted on the property of a railroad, and

(2) Under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees,

e. Procurement of Rolling Stock. If FRA requires the Recipient to acquire any rolling stock for the Project from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 17(o)(1) of this Master Agreement to be satisfied,

f. Use of Real Property, Equipment, and Supplies. Application of section 21 of this Master Agreement is reserved pending resolution by the U.S. Internal Revenue Service of whether Recovery Act grant funds invested in railroad property constitute non-taxable contributions to equity,

g. Davis-Bacon. As provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151 *et seq*., are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq*., and satisfy section 28(a)(1)(b) of this Master Agreement,

h. Employee Protective Arrangements. The Recipient will:

(1) Pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151 *et seq*., protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and

(2) Not pass down employee protective arrangements as provided in the preceding section 28(d) of this Master Agreement,

i. Motor Carrier Safety.

(1) Railroad signal employees and their employers must comply with the hours of service requirements of:

(a) 49 U.S.C. § 21104, *see* 49 U.S.C. § 21104(e), and

(b) FRA's hours of service regulation, specifically 49 C.F.R. part 228,

(2) Section 38.b of this Master Agreement does not apply to railroad signal employees concerning hours of service, and

j. Railroad Safety. A railroad subject to FRA's safety jurisdiction must comply with the Federal railroad safety laws.

Section 95. Freedom of Information Act. The Recipient understands and agrees that:

a. Applicability. The Freedom of Information Act (FOIA), 5 U.S.C. § 552, applies to most information submitted to FTA and U.S. DOT, on typewritten hard copy or electronically,

b. Project Records. All applications and materials submitted to FTA related to its Project:

(1) Will become Federal agency records, and

(2) Are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies, and

c. Confidentiality. President Obama's January 21, 2009, Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act directs Federal agencies to adopt a presumption that information should generally be disclosed when requested. Therefore:

(1) Unless a Federal law or regulation requires that information or a document be withheld, FTA does not consent to withhold information, irrespective of the type of format it appears, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

(a) Information about the Project,

(b) Information accompanying or supplementing the Project, or

(c) Other information FTA may obtain,

(2) As provided by Federal laws, regulations, and guidance, FTA will review information and documents that are the subject of each FOIA request to determine the extent to which:

(a) FTA must exercise its discretion to withhold the information or those documents, and

(b) FTA should exercise its discretion to withhold the information or those documents, and

(3) Any genuinely confidential or privileged information should be:

(a) Marked clearly and specifically, and

(b) Justified as confidential or privileged under FOIA standards.

Section 96. Disputes, Breaches, Defaults, or Other Litigation. The Recipient understands and agrees that:

a. FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:

(1) A major dispute,

(2) A breach,

(3) A default, or

(4) Litigation,

b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:

(1) The Recipient agrees to notify immediately:

(a) The FTA Chief Counsel, or

(b) The FTA Regional Counsel for the Region in which the Recipient is located,

(2) The types of legal matters that require notification include, but are not limited to:

(a) A major dispute,

(b) A breach,

(c) A default,

(d) Litigation, or

(e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and

(3) The types of matters that may affect the Federal Government include, but are not limited to:

(a) The Federal Government's interests in the Project, or

(b) The Federal Government's administration or enforcement of Federal laws or regulations,

c. Federal Interest in Recovery.

(1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but

(2) Liquidated Damages. Notwithstanding the preceding section 96.c(1) of this Master Agreement, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,

d. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:

(1) Any third party agreement,

(2) Any Federal law or regulation,

(3) Any State law or regulation, or

(4) Any local law or regulation,

e. FTA Concurrence. If a legal matter described in section 96(2) and (3) of this Master Agreement involves the Project or the Recipient, FTA reserves the right to concur in any:

(1) Compromise, or

(2) Settlement, and

f. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Section 97. Amendments to the Project. The Recipient understands and agrees that:

a. Changed Circumstances. It will execute an Amendment to the Underlying Agreement when a change in Project circumstances causes an inconsistency with:

(1) The Underlying Agreement, or

(2) This Master Agreement, and

b. Changed Information. When fundamental information in its Application is changed, it will:

(1) Amend its Application if the change takes place before FTA awards funding for the Project, and

(2) If necessary, execute an amendment to the Underlying Agreement if the change takes place after FTA awards funding for the Project.

Section 98. FTA's Electronic Management System.

a. Recipient Use. The Recipient understands and agrees that:

(1) Unless FTA permits otherwise in writing, the Recipient will use FTA's electronic management system to submit information and reports to FTA, however

(2) FTA may determine the extent to which the Recipient may use its electronic management system to execute legal documents, and

b. Transportation Electronic Award and Management (TEAM) System Terms. The Recipient and FTA agree that:

(1) Except as FTA states otherwise in writing, the terms in the current FTA Transportation Electronic Award and Management (TEAM) system do not necessarily reflect, and are not intended to be treated as, the exclusive evidence of such matters as:

(a) The "Project,"

(b) The "Scope" of the Project,

(c) Project "Activities," and

(d) Other similar terms, and

(2) FTA may treat information other than that reflected in its current TEAM system as determinative of what constitutes:

(a) The "Project,"

(b) The "Scope" of the Project,

(c) Project "Activities," and

(d) Other similar terms.

Section 99. Information Obtained Through Internet Links. The Recipient understands and agrees that:

a. Accuracy. Any information obtained through any electronic link in this Master Agreement:

(1) Does not represent an official version of a Federal law, regulation, or guidance, and

(2) Might be inaccurate,

b. Relationship to the Master Agreement. Information obtained through electronic links in this Master Agreement is:

(1) Not incorporated by reference into this Master Agreement, and

(2) Not made part of this Master Agreement, and

c. Official Sources. Official sources of Federal regulatory information are the:

(1) *Federal Register*, and

(2) Code of Federal Regulations.

Section 100. Severability. The Recipient understands and agrees that:

a. Invalid Provision. If any provision of the Underlying Agreement or this Master Agreement is determined invalid, then

b. Remaining Provisions. The remaining provisions that conform to Federal laws and regulations will continue in effect.