

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**JOB ACCESS, REVERSE COMMUTE
SUBRECIPIENT AGREEMENT
NC-37-X035-00 SECTION 5316**

This sub-recipient Agreement, made and entered into this the ____ day of _____, 20__, by and between the **City of Asheville**, a Municipal Corporation, organized and existing under the laws of the State of North Carolina (herein "**City**"), and Buncombe County (herein "**County**").

W I T N E S S E T H:

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) (Pub. L. 109-059), was enacted on August 10, 2005, and codified in 49 U.S.C. Chapter 53 and provides federal transportation funding for Federal surface transportation programs; and

WHEREAS, the Job Access and Reverse Commute Program (JARC), is a federal transit program authorized under SAFETEA-LU; and

WHEREAS, the JARC Program seeks to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals by transporting welfare recipients and eligible low income individuals to and from jobs and activities related to employment with the reverse commute project taking such individuals from urbanized and non-urbanized areas to suburban employers; and

WHEREAS, the French Broad River MPO's Coordinate Public Transportation and Human Services transportation Plan identifies "Expand Transit Service Scope-New Routes, Additional Hours of Operation and Vouchers for more Flexible Service" as its most important need (CPT-HSTP Page 35, Prioritization of Needs, Item A); and

WHEREAS, in addition to the above priority, the Black Mountain Trailblazer also will help address the following needs identified and referenced in the CPT-HSTP:

Page 36 – Item C: Maintain existing level of transit service and diversify funding sources, including continued funding for the three Mountain Mobility Trailblazer routes; and

Page 36- Item D: Target improved services for specific population groups, including transportation to and from jobs, interview, applications for jobs and job skill training; evening service which is particularly important for second shift workers; and

Page 37 – Item E: Cross-training between transit agencies so that transit employees and dispatchers in the five-county area to know what other services are available (for example, how to transfer from ART to Trailblazer routes).

WHEREAS, JARC funding opportunities are open to state or local government authorities; private non-profit organizations, private for profit businesses and operators of public transportation services including private operators of public transportation services; and

WHEREAS, through partnership with the French Broad River Metropolitan Planning Organization and the Land of Sky Regional Council, the City of Asheville as the designated recipient of JARC funding is responsible for the overall administration of the JARC Program funding; and

WHEREAS, the City of Asheville has been awarded JARC funding from the Federal Transit Administration (FTA); and

WHEREAS, prior to disbursing JARC funding, the provisions of SAFETEA-LU, require the City to enter into sub-recipient agreements with those entities approved for grant funding;

NOW THEREFORE, for valuable consideration, the amount and sufficiency of which is hereby acknowledged, and mutual promises exchanged between the parties hereto, it is agreed as follows:

A. SCOPE OF SERVICES

1. List of Projects: The services to be performed pursuant to this Agreement (herein "Project") shall be those specified in the Scope of Services attached to this Agreement as Attachment A, submitted by the City to the FTA and approved by the FTA. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the JARC grant requirements and regulations properly promulgated by FTA pursuant thereto.

2. Changes to Project: The County may change the level of services to be provided under the Project based on the amount of funds awarded, if different from the application amount specified in Attachment A. The City may, from time to time, request changes in the scope of service of the Project to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which is mutually agreed upon by and between the City and County, shall be incorporated in written amendments to this Agreement.

3. Duration of Agreement: This Agreement shall be effective as of the 1st day of January 1, 2015 and shall remain in effect until December 31, 2016.

4. Suspension or Termination: The City upon written notice may suspend or terminate payment of grant funds in whole or in part for cause. Cause shall include the following:

- a. Ineffective or improper use of Grant funds
- b. Failure to comply with the terms and conditions of this Agreement;
- c. Submission to the City of reports which are incorrect or incomplete in any material respect; and
- d. Suspension of the Grant from FTA to the City in whole or part for any reason.

5. Termination for Convenience: The City or County may terminate this Agreement at any time and for any reason by delivering to the other Party at least thirty (30) days prior to such termination written notice of termination setting forth the reasons therefore.

B. FINANCIAL MANAGEMENT AND PROJECT MOINTORING

1. Compensation: The City will reimburse County from funds received from FTA for the Project in accordance with the approved budget for the Project, attached hereto as Attachment B and incorporated herein by reference (herein "Project Budget"), or the actual cost of the Project, whichever is less. Payments under this Agreement are limited to those specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and/or reimbursement to be paid hereunder exceed the maximum sum of the total eligible cost for this project of Two Hundred Thirty Thousand Seven Hundred Sixty-Two dollar (\$230,762.00) which \$115,381.00 (One hundred fifteen thousand three hundred eighty dollars) of FTA Amount.

2. Method of Payment: Each quarter, County shall submit invoices to the City. The invoices along with a quarterly expenditure report by work task shall be submitted within 30 days of the end of the quarter. The

invoice shall show the total amount of federal grant funds and matching funds expended during the quarter period and the amount being requested for reimbursement.

3. Withholding Payment: The City upon written notice may also withhold payment of any unearned portion of the Grant if County is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by FTA at any time. If the City withholds payment, it shall give written notice of what action must be taken as a condition precedent to the resumption of payments.

4. Expenses Not Covered: Any costs and expenses not covered by the Project Budget, and hence not properly payable from Grant funds, shall be borne entirely by County, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under FTA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

5. Budget Changes: All alterations in the approved use of budgeted funds shall be subject to prior approval by the City.

6. Recovery of Ineligible costs: The County shall reimburse the City for any amount of grant funds determined by FTA to have been improperly expended, and the City shall retain the right to recover any questioned costs or over payments from County.

7. Matching funds: There shall be a 50% match for all approved operating assistance projects, in the amount of \$115,381.00.

C. RESPONSIBILITIES OF THE CITY

1. Daily Monitoring: The City shall engage in daily monitoring as well as management of the JARC and NF program which includes but, is not be limited to:

- a. Establishing timeline and procedure for announcing, selecting, disbursing funds and monitoring of programs.
- b. Establish procedure for developing updates and maintaining local standards for compliance with the program.
- c. Establish internal guidelines for making determinations of compliance with the program, and contract administration.
- d. Conduct end-of-program assessment to assure that all goals were met and also the program complied with all requirements of the guidelines established.
- e. Provide avenue for further review, updates or amendments to the local program requirement.

2. Financial Management and Project Monitoring: The City shall monitor program compliance and require such reports as is necessary to determine if project funds have been expended in accordance with grant requirements, such as the following appropriate expenditures:

- a. Salaries and payroll additive costs, transportation expenses, and office and other expendable supplies for all work provided in the approved planning work program.
- b. Printing, copying, keypunching, computer processing, mapping and aerial photography costs are required for carrying out the work provided in the planning program.
- c. Purchases of special equipment.

- d. Employment of Consultants must be in accordance with North Carolina Department of Transportation Consultant Selection Procedures; or procedures approved by NCDOT and FTA. All contracts or agreement with consultants or contractors must be submitted to NCDOT. Payments to minority or women owned business must be reported to NCDOT.
- e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies for expenses incurred in conducting work provided for in the planning work program.
- f. Auditing costs associated with fulfilling the requirements of OMB Circular A-128.

3. Accounting Procedures: The City shall maintain strict accounting procedures in managing program funds, which accounting procedures shall include but not be limited to:

- a. Requiring a separate account for the JARC & NF funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures which are approved by NCDOT and FTA. OMB Circular A-102 outlines standards for grantee financial management systems.
- b. Requiring that the account established for the planning funds be included in the annual audit of the agency in accordance with OMB Circular A-128.
- c. Time spent for staff services on work provided for in planning work program should be recorded by work task on either standard monthly, weekly, or biweekly time sheets for each individual and filed for audit purposes.
- d. Cost for capital and operating (i.e., transportation, office and other expendable supplies, printing, copying work, keypunching, computer processing) should be supported by receipts, logs and vouchers as appropriate.
- e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies should be on a basis of vouchers submitted and supported by similar documents as required of the lead agencies. The vouchers should, as a minimum, specify the staff time expended and work task for which the reimbursement is requested.
- f. The total amount of funds specified in the approved JARC and NF program will be the controlling amount for which reimbursement can be claimed for a given fiscal year. It is recognized that the amount to be spent on each task will vary somewhat from that estimated in the program.

4. Certifications and Assurances: Prior to execution of any sub-recipient agreement for grant funding, the City shall require the sub-recipient to provide to the City executed certifications and assurances to include but are not limited to the following:

- a. Standard Assurances
- b. Nondiscrimination assurances
- c. Private Mass Transportation Companies
- d. Assurance of Nondiscrimination on the Basis of Disability
- e. Compliance with 49 U.S.C. Section 5333(b) (Employee Protections)

5. Audit: The City shall conduct a single audit consistent with the City's audit policies and procedures.

6. Close Out: The City shall perform a close out of all projects within several months after reimbursing the sub-recipients for the last of its eligible expenditures. Close out shall occur when:

- a. Verification by the City of Asheville with the sub recipient's representative that all project expenditures have been incurred and reimbursed; or

- b. All funding available in the sub recipient agreement has been reimbursed; or
- c. The project has come to the end of its 3-year term (operating projects).

7. Property Management: The City shall retain legal ownership of all vehicles purchased with grant funds by a private transit provider. When titling a vehicle, the private provider sub-recipients are listed as "Registered Owner," responsible for licensing and collision insurance; and City of Asheville as "Legal Owner" and loss payee should anything happen to the vehicle.

8. Vehicle Inventory Record: The City shall design and maintain a database that contains all vehicle inventory records. Reports within this database shall distinguish between currently owned vehicles and those that have served their useful life and have been released to the sub-recipient. The information in the database shall include, but is not limited to the sub-recipient's name, address and phone number; vehicle year, make, and model; date accepted; included equipment; location; federal grant number and state agreement number; federal percentage share; date last inspected, recorded mileage, and condition; type of funding used for the purchase; and other information used by the City for program review and reporting. All information must be reported to COA annually for the fiscal year ending June 30.

C. RESPONSIBILITIES OF SUB-RECIPIENTS

1. Quarterly Progress Reports: For each quarterly invoice submitted, along with the expenditure report, there shall also include a quarterly progress report. The quarterly progress report shall include a brief narrative report of transportation planning work accomplished by the planning agency and any sub-County.

2. Annual Performance Report: An annual performance report shall be submitted with the final planning fund invoice. The written narrative of the performance report should compare work accomplishments to anticipated work goal; discuss progress in meeting schedules; comment on significant task cost overruns/underruns; identify any approved amendments; and discuss any items of interest, i.e. reorganization and personnel changes.

3. Audit: If County has expended in excess of \$50,000 of grant funds in the federal fiscal year (October 1-September 30), then there shall be provided to the City an annual independent audit report.

4. Vehicle Maintenance: Sub-recipients are responsible for the maintenance of vehicles acquired with JARC funds. The sub-recipient will keep federally funded equipment and facilities in good operating order and develop written procedures for maintaining vehicles, facilities and equipment in accordance with the maintenance schedules.

5. Inventory Reports: City shall randomly review vehicle maintenance records and physically inspect vehicles as part of the on-site visits. These visits are conducted, at a minimum, every other year. County shall submit an annual Owned Rolling Stock Inventory to include the following information:

- a. Year/Make/Model and Vehicle Code
- b. Vehicle Identification Number and Agency Vehicle Number
- c. Condition, Age, Remaining Useful Life
- d. Replacement Cost, ADA Access
- e. Seating Capacity, Fuel Type, Title

E. INSURANCE AND LIABILITY

1. **Bond:** The chief fiscal officer or insurer shall provide the City with a Statement assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees.

2. **Liability of City:** Work to be performed as provided herein shall be done by the County as an independent contractor. The City of Asheville shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the County, its sub-contractors or agents. This will apply except in those cases where the work is performed by a Department or Division of the City.

1. **Insurance:** The County agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with at least the minimum amounts shown below. The County shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as Certificate Holder and as an additional insured. In the event of cancellation, substantial changes or nonrenewal, the County, its subcontractor, or its insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the County has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. Upon request, the County shall provide copies of their applicable insurance policies and endorsements related to this Agreement.

Commercial General Liability:

- | | |
|----------------------|--------------|
| a. Each Occurrence | \$1,000,000 |
| b. General Aggregate | \$ 2,000,000 |

Commercial Auto Liability:

- | | |
|-----------------------|--------------|
| Combined Single Limit | \$ 1,000,000 |
|-----------------------|--------------|

Excess (Umbrella) Liability: \$ 2,000,000

**Workers' Compensation
and Employer's Liability:**

- | | |
|--------------------------|---------------------------------|
| a. Workers' Compensation | Statutory |
| b. Employer's Liability | \$ 100,000 each accident |
| | \$ 100,000 total disease |
| | \$ 100,000 per employee disease |

Professional Liability: \$ 1,000,000

2. **Indemnification:** To the extent permitted by and consistent with North Carolina law, the County will indemnify and save harmless the City from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of the County's willful or negligent act(s) arising out of the performance of this contract herein above described, or by reason of any act or omission on the part of County's officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that the County's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and state law.

3. Designation of 3rd Party: The designation by the County of a third party or parties to undertake all or any part of this Agreement, shall not relieve County from liability for compliance with the terms of this Agreement. All third parties must be bound in writing to the same provisions as required in this Agreement.

F. STANDARD PROVISIONS

1. Assignability: This Agreement is expressly non-assignable without the prior written consent and approval of the City, nor may the Project be continued by a successor to County without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

2. Records: County shall maintain and shall make available at reasonable times and places to the City and FTA such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and FTA to assure a proper accounting for all Project funds. These records shall be retained for five (5) years after final payment under this Agreement. The County shall establish and maintain fiscal and accounting records, as agreed to by official City and FTA directives.

3. Compliance with FTA Requirements: County in accepting and using FTA Grant funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with all applicable federal statutes, regulations and circulars when applicable to include but not limited to: labor standards requirements, the American with Disabilities Act, lobbying activities the prohibition against employing, awarding of contracts to, or engaging the services of any County or subcontractor debarred, suspended, or ineligible for Federal funds, conflict of interest provisions, Drug Free Work Place Act, etc.

4. Publicity: County shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the project must recognize the City as the sponsor and the Project being funded by the FTA through the JARC and NF programs. The City will, in all publicity originated by it concerning the Project, recognize the County as the entity responsible for carrying out the Project.

5. Service of Process: Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

For City of Asheville

Mariate Echeverry
Transportation Planning Manager
70 Court Plaza
Asheville, North Carolina 28801

For: Buncombe County

Jon Creighton, Assistant County Manager
c/o Denise Braine
Planning and Development
46 Valley Street
Asheville, NC 28801

6. Documents of Incorporation: This Agreement is expressly made subject to all attachments hereto, provisions, requirements, federal, state and local laws, rules, regulations and circulars and to the Grant Agreement between the City and FTA and to any and all requirements, whether federal, state or local,

verbal or written, placed upon the City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

7. *Miscellaneous Provisions:* The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine and vice versa.

8. *Original:* A signed copy of this Agreement shall be considered as an original.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

Attest:

CITY OF ASHEVILLE

By: _____
Magdalen Burleson, City Clerk
(official seal)

By: _____
Gary W. Jackson, City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Magdalen Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 201__.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

Attest:

BUNCOMBE COUNTY

By: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that s/he is _____ to the _____ and that by authority duly given and as the act of the _____, the foregoing instrument was signed in its name by its _____ and attested by _____ self as _____.

Witness my hand and notarial seal this _____ day of _____, 20____.

Notary Public: _____
Type or Print Name: _____
My Commission Expires: _____

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1057
Recipient Name:	CITY OF ASHEVILLE
Project ID:	NC-37-X035-00
Budget Number:	1 - Budget Approved
Project Information:	JARC funding for operations 2014

Part 1: Recipient Information

Project Number:	NC-37-X035-00
Recipient ID:	1057
Recipient Name:	CITY OF ASHEVILLE
Address:	70 Court Plaza , ASHEVILLE, NC 28801 2709
Telephone:	(828) 232-4528
Facsimile:	(828) 271-6145

Union Information

Recipient ID:	1057
Union Name:	AMALGAMATED TRANIST UNION
Address 1:	360 West Haywood St.
Address 2:	
City:	Asheville, NC 28801
Contact Name:	Diane Allen
Telephone:	(828) 776-9163
Facsimile:	(No) fax-
E-mail:	atulocal128@yahoo.com
Website:	

Recipient ID:	1057
Union Name:	HENDERSON COUNTY
Address 1:	
Address 2:	

City:	
Contact Name:	None
Telephone:	
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$555,979
Project Number:	NC-37-X035-00	Adjustment Amt:	\$0
Project Description:	JARC funding for operations 2014	Total Eligible Cost:	\$555,979
Recipient Type:	City	Total FTA Amt:	\$288,506
FTA Project Mgr:	Guanying Lei (404) 865-5615	Total State Amt:	\$0
Recipient Contact:	Mariate Echeverry (828) 232-4528	Total Local Amt:	\$267,473
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20516	Special Condition:	None Specified
Sec. of Statute:	5316	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Jun. 02, 2014 - Mar. 01, 2016	Est. Oblig Date:	None Specified
Recvd. By State:	Jun. 30, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Nov. 14, 2013		
Program Page:	286		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
370000	NORTH CAROLINA

Congressional Districts

State ID	District Code	District Official
37	11	Mark Meadows

Project Details

This grant is obligating funds assigned by the NCDOT (FFY 2012) to the region in the amount of \$256,375 that lapse in September 2014.

It is also obligating 5316 (FFY 2012) funds apportioned to the UZA in the amount of \$32,131, lapsing in September 2014.

Three projects were selected on May 27, 2014 through a competitive process, as follows:

Eligible operating assistance:

Buncombe County - Black Mountain Trailblazer: \$115,381 - POP January 2015 to December 2016

The French Broad River MPO's Coordinated Public Transportation and Human Services Transportation Plan identifies "Expand Transit Service Scope-New Routes, Additional Hours of Operation and Vouchers for more Flexible Service" as its most important need (CPT-HSTP Page 33, Prioritization of Needs, Item A).

In addition to the above priority, the Black Mountain Trailblazer also will help address the following needs identified and referenced in the CPT-HSTP:

- Page 36 - Item C: Maintain existing level of transit service and diversify funding sources, including continued funding for the three Mountain Mobility Trailblazer routes;
- Page 36 - Item D: Target improved services for specific population groups, including transportation to and from jobs, interviews, applications for jobs and job skill training; evening service which is particularly important for second shift workers; and
- Page 37- Item E: Cross-training between transit agencies so that transit employees and dispatchers in the five-county area to know what other services are available (for example, how to transfer from ART to Trailblazer routes).

Mountain Projects - Employment trips to Buncombe County: \$39,961 - POP July 2014 to June 2015

Priorities would be more employment related transportation and with connections to Buncombe County pgs 13 of the RPO LCP plan in the operations section

City of Asheville - Limited Sunday Service: \$112,131 - POP January 2015 to December 2015.

Service would be provided as recommended in the Coordinated Public Transportation - Human Services Transportation Plan (CPT-HSTP). This project would meet the highest scoring priorities as identified in the FBRMPO CPT-HST Plan 2012 Appendix B: Needs Prioritization:

1. Extend hours to cover nights, Saturdays, Sundays and holidays; weekend service especially important for service workers.
2. Asheville Transit to add Sunday Service on select routes

Project administration: \$21,033

Please see in attachment the documents related to the JARC projects:

Program Management Plan (PMP)

FTA approval letter of the PMP

Program of projects

JARC STIP

NCDOT letter assigning the funds (Waiting on this letter)

Earmarks

*Wapamille
weathers
Hartley*

Alex Chen

*aaumen
Mountain projects
Jag*

*828-565-0362
- 2251 Old Balsam Rd
- Wapamille
58786*

1.	Mountain Projects Begin servc	Jul. 01, 2014
2.	End service	Jun. 30, 2015

30.09.05 JARC City of Asheville ART 0 \$112,131 \$224,262

	Milestone Description	Est. Comp. Date
1.	COA beginning service	Jan. 01, 2015
2.	End service	Dec. 31, 2015

11.80.00 STATE OR PROGRAM ADMINISTRATION 0 \$21,033 \$21,033

	Milestone Description	Est. Comp. Date
1.	Beginning admin	Jun. 02, 2014
2.	End admin	Mar. 01, 2016

Part 9: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-20, October 1, 2013)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013, <http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: NC-37-X035-00

Grantee: CITY OF ASHEVILLE

Citation of Statute(s) Authorizing Project: 49 USC 5316 - Job Access and Reverse Commute/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$555,979

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$288,506

Amount of This FTA Award (in U.S. Dollars): \$288,506

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 7/24/2014

Project Description:

JARC funding for operations 2014

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
07/28/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:

Esther E Manheimer
Mayor
CITY OF ASHEVILLE
08/21/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.Certrequest@marsh.com/ Fax:212-948-0979	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
918140-MCDON-CAS-14-15	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Ins. Co.	NAIC # 23841
INSURED MCDONALD TRANSIT ASSOCIATES, INC. 3800 SANDSHELL DR, STE 175 FORT WORTH, TX 76137	INSURER B: St. Paul Fire & Marine Ins Co	24767
	INSURER C: National Union Fire Insurance Company	19445
	INSURER D: Commerce And Industry Ins Co	19410
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006186271-14 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		0956447	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2946669	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		ZUP41M2093514NF	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	044216150 (AOS) 044216151 (CA) 62790442 (FL) Continued on Second Page	12/31/2014 12/31/2014 12/31/2014	12/31/2015 12/31/2015 12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE EFFECTIVE DATE IS 6/17/11 FOR MOUNTAIN MOBILITY.

THE CITY OF ASHEVILLE AND BUNCOMBE COUNTY ARE ADDITIONAL INSUREDS (EXCEPT FOR WORKERS COMPENSATION) AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE CAMERA SYSTEM AND EQUIPMENT.

UMBRELLA / EXCESS LIABILITY COVERAGE SITS ABOVE PRIMARY GENERAL LIABILITY AND EMPLOYERS LIABILITY COVERAGE ONLY.

CAMERA SYSTEM / EQUIPMENT IS COVERED UNDER THE AUTO LIABILITY POLICY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**CITY OF ASHEVILLE
P.O. BOX 7148
ASHEVILLE, NC 28802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: 918140

LOC #: Morristown

**ADDITIONAL REMARKS SCHEDULE**

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AGENCY MARSH USA, INC.		NAMED INSURED MCDONALD TRANSIT ASSOCIATES, INC. 3800 SANDSHELL DR, STE 175 FORT WORTH, TX 76137
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS' COMPENSATION CONTINUED:

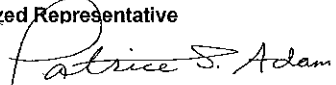
COMPANY AFFORDING COVERAGE: NEW HAMPSHIRE INSURANCE COMPANY

POLICY: 053408898 (PA)

POLICY: 053408897 (NC, UT)

POLICY: 053408896 (AZ)

EFFECTIVE: 12/31/2014-12/31/2015

Certificate of Insurance					Issue Date (MM/DD/YYYY) 09/22/2014	
Named Participant Land of Sky Regional COG 339 New Leicester Hwy, Suite 140 Asheville, NC 28806			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policies below.			
			Companies affording Coverage			
			A = Interlocal Risk Financing Fund of North Carolina			
			B = North Carolina Interlocal Risk Management Agency			
COVERAGES						
THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE PARTICIPANT NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.						
Co Ltr	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	PL-94004-2014-00	07/01/2014	07/01/2015	Products-Comp/Operations Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person) Deductible	\$2,000,000 \$2,000,000 \$2,000,000 \$1,000,000 N/A \$500
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto (Symbol 1) <input type="checkbox"/> Hired Autos (Symbol 8) <input type="checkbox"/> Non-Owned Autos (Symbol 9) <input type="checkbox"/> Uninsured/Underinsured Motorists				Limit Combined Single Limit	Deductible
	PROPERTY <input type="checkbox"/> Real & Personal Property <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Auto Physical Damage (Symbol 7 & 8) <input type="checkbox"/> Municipal Equipment <input type="checkbox"/> Computer Equipment & Media <input type="checkbox"/> Portable Equipment <input type="checkbox"/> Fine Arts				Limit	Deductible
	Police Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit (per occurrence/aggregate)	Deductible
A	Public Officials Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	PL-94004-2014-00	07/01/2014	07/01/2015	Limit (per occurrence/aggregate) \$1,000,000/\$3,000,000	Deductible \$10,000
	Employment Practices Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit (per occurrence/aggregate)	Deductible
	Workers' Compensation <input type="checkbox"/> Workers' Compensation and Employer's Liability <input type="checkbox"/> WC Statutory Limit				Limit Each Accident Disease - Each Employee Disease - Policy Limit	
	OTHER COVERAGE <input type="checkbox"/> <input type="checkbox"/>				Limit	Deductible
Description Certificate Holder is Additional Insured as respects contract services related to Mountain Mobility, WRP (Waste Reduction Partners) Assessment Services for Asheville Regional Water Authority, Fair Housing Plan Implementation Technical Assistance						
Certificate Holder				Cancellation		
City of Asheville P O Box 7148 Asheville, NC 28802				Should any of the above described coverages be cancelled before the expiration date thereof the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
				Authorized Representative 		

Certificate of Insurance					Issue Date (MM/DD/YYYY) 09/22/2014	
Named Participant Land of Sky Regional COG 339 New Leicester Hwy, Suite 140 Asheville, NC 28806			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policies below.			
			Companies affording Coverage			
			A = Interlocal Risk Financing Fund of North Carolina			
			B = North Carolina Interlocal Risk Management Agency			
COVERAGES						
THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE PARTICIPANT NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.						
Co Ltr	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Products-Comp/Operations Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person) Deductible	N/A
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto (Symbol 1) <input type="checkbox"/> Hired Autos (Symbol 8) <input type="checkbox"/> Non-Owned Autos (Symbol 9) <input type="checkbox"/> Uninsured/Underinsured Motorists				Limit Combined Single Limit	Deductible
	PROPERTY <input type="checkbox"/> Real & Personal Property <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Auto Physical Damage (Symbol 7 & 8) <input type="checkbox"/> Municipal Equipment <input type="checkbox"/> Computer Equipment & Media <input type="checkbox"/> Portable Equipment <input type="checkbox"/> Fine Arts				Limit	Deductible
	Police Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit (per occurrence/aggregate)	Deductible
	Public Officials Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit (per occurrence/aggregate)	Deductible
	Employment Practices Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit (per occurrence/aggregate)	Deductible
A	Workers' Compensation <input checked="" type="checkbox"/> Workers' Compensation and Employer's Liability <input checked="" type="checkbox"/> WC Statutory Limit	WC-561-2014-00	07/01/2014	07/01/2015	Limit Each Accident Disease - Each Employee Disease - Policy Limit	\$500,000 \$500,000 \$500,000
	OTHER COVERAGE <input type="checkbox"/> <input type="checkbox"/>				Limit	Deductible
Description Evidence of Coverage.						
Certificate Holder City of Asheville P O Box 7148 Asheville, NC 28802				Cancellation Should any of the above described coverages be cancelled before the expiration date thereof the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
				Authorized Representative 