

**SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF  
CHARLOTTEVILLE AND JAUNT, INC.**

This Subrecipient agreement (hereinafter referred to as "the Agreement"), made and entered into this 30 day of July, 2015 by and between the City of Charlottesville ("the City") and JAUNT.

**WITNESSETH:**

WHEREAS, the City of Charlottesville has obtained grants from the Federal Transit Administration (hereinafter referred to as "FTA") to fund, in part, ADA Complementary Paratransit services (hereinafter referred to as "the Services") within the Charlottesville Area Transit (hereinafter referred to as "CAT") service area as defined in the project description of the City's Section 5307 Operating Grant application (hereinafter collectively referred to jointly as the "Project(s)" and the "Grant(s)") (hereto attached as Exhibit A), and

WHEREAS, JAUNT is planning on completing the Project, which work, upon execution of this Agreement, will be eligible for funding from the Grant; and

WHEREAS, this Agreement is the most efficient means for JAUNT to complete the work and obtain reimbursement under the Grant.

NOW, THEREFORE, the parties do mutually agree as follows:

**PART I: PROJECTS**

1.01. JAUNT is designing and intends to undertake the Projects , providing the Services within the CAT service area, as described in the Grant(s) which are incorporated herein by reference as if fully set forth.

**PART II: FUNDING**

2.01. JAUNT has provided or will be providing matching funds from state and/or local sources in an amount equal to *fifty percent* (50%) of the total dollars in Grants funds paid or that will be paid under this Agreement, as documented by JAUNT, as of the date of this Agreement.

2.02. The Amount of funding provided to JAUNT annually under the terms of this agreement shall be twenty-four percent (24%) of CAT's annual Section 5307 operating allocation from FTA. This formula is subject to an agreement reached between the parties March 29,2013 (attached hereto as Exhibit B), said agreement to be reviewed every five (5) years.

2.03. In order for JAUNT to obtain Project fund reimbursement from the City, JAUNT shall submit requests for reimbursement to the City. The requests shall include contractor invoices and a JAUNT certification that the work is complete and eligible for payment

pursuant to this Agreement. The City shall process and submit to FTA properly submitted requests for reimbursement within thirty (30) days of receipt by the City. When the City receives the requested funds from FTA, the City shall make payments to JAUNT, and send to: JAUNT, Inc.

104 Keystone Place  
Charlottesville, VA 22902

Such payments will be made within thirty working days of receipt by the City.

- 2.04. In no event shall reimbursement of Project's costs from the FTA Grant funds exceed 50% of the total Grant amount. If the FTA determines that any Grant funds were not properly expended by JAUNT, then JAUNT agrees to reimburse the FTA or the City for any sums (excepting the 50% local match funds) deemed ineligible for payment with Grant funds or improperly expended.

### **PART III: GRANT REQUIREMENTS**

- 3.01. The terms of FTA's grant award for the Grants, the FTA Assistance Programs Certifications and Assurances, FFY 2012, dated November 1, 2011 ([http://www.fta.dot.gov/documents/2012\\_Certs\\_Appendix\\_A.pdf](http://www.fta.dot.gov/documents/2012_Certs_Appendix_A.pdf)) (attached as Exhibit C) , and the FTA Master Agreement, dated October 1, 2011, (<http://www.fta.dot.gov/documents/18-Master.pdf>) attached as Exhibit D) including all documents incorporated therein, and all applicable laws, regulations, and circulars, are incorporated herein by reference as if fully set forth herein. JAUNT shall be a subrecipient under the Grants. For the purposes of this Agreement unless the context clearly indicates otherwise, each reference in the foregoing documents to "recipient" or "applicant" shall mean JAUNT and, where appropriate to make JAUNT obligations under such documents due and owing to "government" or "FTA" shall mean the City. JAUNT shall perform the Project work in strict accordance with the provisions of the Grant.

- 3.02. In addition, JAUNT shall comply with the following:

- a. Federal Requirements: JAUNT shall at all times comply with all applicable federal statutes, executive orders, FTA circulars, regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. JAUNT's failure to comply shall constitute a material breach of this Agreement.
- b. Additional Federal terms: JAUNT shall also comply with all additional federal terms included here:

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract,

absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **AUDIT AND INSPECTION OF RECORDS**

Pursuant to 49 CFR 18.39(i)(11), the Contractor shall permit the authorized representatives of the City, the FTA Administrator or, U.S. Comptroller General and the Commonwealth of Virginia to inspect and audit all its books, data, accounts, documents, papers, records of the Contractor relating to this Contract and its performance hereunder until the expiration of three (3) years after final payment under this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, the Commonwealth of Virginia, the government of the City of Charlottesville, Virginia or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the City and the Commonwealth of Virginia or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any pertinent books, documents, papers, and records of such subcontractor involving transactions related to this Contract or the work performed in connection herewith. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to this general public.

#### **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the work under this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the United States Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under 49 U.S.C. § 5311, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5311(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the bid documentation or in any grant or funding documentation between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex, Age - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **TERMINATION OF CONTRACT**

1) **Termination for Convenience.** The City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

2) **Termination for Default.** If the Contractor does not perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

3) If this Contract is terminated while the Contractor has possession of the City goods or items to be procured under this Contract, the Contractor shall, upon direction of to the City or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute Clause.

4) **Opportunity to Cure.** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within five (5) after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and any of its sureties for said breach or default.

5) **Waiver of Remedies for Any Breach.** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

(a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

(b) the Contractor, within five (5) days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes Clauses.

## **DEBARRED BIDDERS**

By signing of the Contract the Contractor hereby attests that neither the Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States government.

## **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **WORKERS' COMPENSATION**

The Contractor shall comply with all applicable Worker's Compensation laws and shall pay into the insurance fund the necessary premiums required by the law or elect and maintain status as a Qualified Self Insured as allowed by the law to cover all employees furnishing said services to the City, and under the control of the Contractor, and shall relieve the City from any costs due to accidents and other liabilities mentioned in said law.

c. JAUNT shall make all applicable certifications and assurances which the FTA may require of Grant recipients, and any revised, updated or reissued versions of the certifications and assurances. JAUNT will affirm its compliance with all the certifications and assurances by signing The Federal Fiscal Year FTA Certifications and Assurances Signature Page and forwarding it to the City. This certification is due to the City yearly on December 30.

d. The parties agree that JAUNT's certifications and assurances are material representations of fact upon which the City has relied in deciding whether to enter into this Agreement and award the Grant proceeds. The submission of the Certification and Assurances is a prerequisite for the award of the Grant proceeds under various federal laws including 31 U.S.C. 1352. Failure to make the required certifications or the making of false certifications is punishable under federal law and can include civil penalties in excess of \$10,000 for each unmade or incorrect certification.

e. Procurement: In accordance with FTA Circular 4220.1F, JAUNT shall adhere to the applicable federal procurement regulations, including, but not limited to, the following:

General: JAUNT may enter into third party contracts for completion of the Project. JAUNT must ensure that these services are obtained in full and open competition, prices are fair and reasonable, and are in compliance with the provisions of applicable federal, state, and local laws. This includes affording procurement opportunities to small and local disadvantaged business enterprises.

Conformance with state and local law: JAUNT shall use its own procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law, including the requirements and standards identified in this agreement.

Contract Administration System: JAUNT shall maintain a contract administration system that ensures that third-party contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Statutory and Regulatory Requirements: A current and comprehensive list of statutory and regulatory requirements applicable to grantee procurements (such as Disadvantaged Business Enterprise ("DBE"), Clean Air, and Buy America) is contained in the FTA Master Agreement. JAUNT is responsible for evaluating these requirements for relevance and applicability to each procurement. JAUNT agrees to comply with all applicable statutory and regulatory requirements referenced in the FTA Master Agreement. For example, procurements involving the purchase of iron, steel, and manufactured products will be subject to the "Buy America" requirements in 49 C.F.R. Part 661. Further guidance concerning these requirements and suggested wording for contractual clauses may be found in FTA's Third Party Procurement Manual (FTA Circular 4220.1F [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_4063.html](http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html), (hereto attached as Exhibit E) and the Best Practices Procurement Manual,

[http://www.fta.dot.gov/funding/thirdpartyprocurement/grants\\_financing\\_6037.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html) )  
(by reference, the above hyperlink)

f. Transit Award Management System (“TrAMS”) Usage: the City has granted JAUNT access to the FTA’s TrAMS website for the purpose of monitoring JAUNT federal grants. Two employees of JAUNT will be granted such access (“users”). The users must notify the City’s grant manager every time they enter changes in TrAMS to any of JAUNT’s grants.

g. DBE Goal: As required by FTA, the City has set its overall goal for DBE participation in federal contracts. JAUNT agrees to support the City in the achievement of this goal and will strive to reach the goal established by utilizing race neutral means. JAUNT will also work to ensure that Section 11 of the City’s DBE program which strives to foster small business participation is accomplished. The City’s DBE Program, Policy and Goal can be viewed at the CAT Operations Center, 1545 Avon Street Extended, Charlottesville, Virginia 22902.

h. Contractors and Subcontractors: JAUNT shall place in its contracts and subcontracts those obligations which the FTA Master Agreement requires recipients to include in third party contracts and subcontracts. JAUNT agrees to include in its contracts entered into and for the project the same certifications, assurances, and agreements to which JAUNT is obligated under this section.

JAUNT will make sure that contractors are not suspended from performing work for the FTA and will conduct the required due diligence to ascertain that requirement. Proof that the due diligence was performed will be kept in the Project files and will be forwarded to the City at least annually.

JAUNT will include in all contracts pursuant to the Grant the following clause: “All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.”

i. Access to Records and Reports: JAUNT will give the City, the FTA, the Comptroller General of the United States, the U.S. Secretary of Transportation, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Grants, and will establish a proper accounting system in accordance with generally accepted standards of agency directives. JAUNT will also require its third party contractors to do the same.



termination on JAUNT setting forth the manner in which JAUNT is in default. JAUNT will only be reimbursed for services performed in accordance with the manner of performance set out in the Agreement.

3.03. No Obligation to Third Parties: JAUNT acknowledges and agrees that, notwithstanding any concurrence by the federal government and/or the City in or approval of a third party contract, absent express written consent by the federal government and/or the City, neither the federal government nor the City is a party to the third party contract and shall not be subject to any obligations or liabilities to the third party contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

JAUNT agrees to include the above clause in each third party contract for which JAUNT will receive reimbursement, in whole or in part, from Grant funds. It is further agreed that the clause shall not be modified, except to identify the third party contractor who will be subject to its provisions.

3.04. Recitals: The recitals are incorporated into this Agreement.

#### PART IV: NOTICES

4.01. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when either: personally delivered; or received by certified or registered mail, first class, postage paid, return receipt requested to any party hereunto as follows:

If to the City of Charlottesville: **John F. Jones, Transit Manager, 1545 Avon St. Ext. Charlottesville, VA 22902, electronic mail [jonesjo@charlottesville.org](mailto:jonesjo@charlottesville.org)**

If to JAUNT: **Brad Sheffield, Executive Director, 104 Keystone Place, Charlottesville, VA 22902, electronic mail [Brads@ridejaunt.org](mailto:Brads@ridejaunt.org)**

#### PART V: SEVERABILITY

5.01. The parties agree that the provision of federal funds for the Project under this Agreement makes the federal statutes, rules, regulation, circulars and other forms of written guidance controlling over any inconsistent state or local statutes, rules, or regulations. To the extent not covered by any federal statute, rule, regulation, circular, or other written guidance, the parties agree that if any provision of this Agreement shall contravene, or be invalid under, the applicable laws of the particular state, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the same particular state or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

PART VI: TERM

6.01 The term of this agreement shall be five years from the date of execution noted below.

PART VII: ACKNOWLEDGEMENT AND EXECUTION

7.01 This agreement shall inure to, be to the benefit of, and bind the JAUNT, and their respective successors and/or assigns as if they had been named herein.

THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.


Executed this 30<sup>th</sup> day of July, 2015.

The City of Charlottesville, Virginia

By:   
Maurice Jones  
City Manager

And

JAUNT

By:   
~~Jayme Sheffield~~  
~~Executive Director~~