ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

Location:
City of Edinburg, City Hall-Council Chambers
415 W. University Drive, Edinburg, Texas

JUNE 28, 2022
REGULAR MEETING AGENDA
4:30 PM

1. **CALL TO ORDER, ESTABLISH A QUORUM**

   A. Pledge of Allegiance.

2. **CERTIFICATION OF PUBLIC NOTICE**

3. **DISCLOSURE OF CONFLICT OF INTEREST**

4. **PUBLIC COMMENTS**

A specific portion of the meeting shall be dedicated to allowing Public Comments which will be limited to three (3) minutes. Because of the state of emergency due to the COVID-19 pandemic, public comment may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling 956-388-8204.

All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

5. **REGULAR AGENDA ITEMS**

   A. Recognition of Edinburg Economic Development Corporation Sponsorships for the Edinburg Police Department's 26th Annual National Night Out and Edinburg Chamber of Commerce's 16th Annual Texas Cook'Em events.

   B. Consider approval of minutes for board meetings April 19, 2022, April 26, 2022, and May 16, 2022.

   C. Consider authorizing Finance Director, Dagoberto Soto and Director of Economic Development, Blanca Davila to proceed with obtaining an Edinburg Economic Development Corporation American Express Corporate Credit Card.

D. Discussion and possible action on sponsorship for Team Mario's 2nd Annual Fiesta Loteria Fundraiser.

E. Discussion and possible action on Edinburg Economic Development Corporation's $50,000 budget match contribution for Medical Resource Group Health's (MRG Health) Workforce Solutions High Demand Job Training grant.

F. Discussion and possible action on TP UT RGV, LLC incentive reimbursement.

G. Discussion and possible action regarding South Texas Welding School's request to exercise its option to purchase the property located at 1710 E Industrial Dr. Edinburg, TX 78542 per the terms of the lease agreement.

H. Consider approval of Amendment No. 6 to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation to extend the agreement for two additional years for the joint development of the Edinburg Transit Terminal.

I. Discussion and possible action on conveyance of the Edinburg Transit Terminal land to the Lower Rio Grande Valley Development Council as per the agreement.

6. EXECUTIVE SESSION

The EEDC will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The EEDC May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Deliberation regarding economic development negotiations (Project Matrix, Project Folk Art, Project Yellow Brick, Project Eagle, Project Next Generation, Project Liquid, Project Green Sky, Project Orange). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting.)

B. Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (§551.072. Deliberation Regarding Real Property; Closed Meeting)

C. Consultation with City Attorney regarding Santana Textiles. (§551.071. Consultation with Attorney; Closed Meeting)

D. Consultation with City Attorney regarding the Edinburg Economic Development Corporation's Bylaws. (§551.071. Consultation with Attorney; Closed Meeting)

7. OPEN SESSION

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

8. ADJOURNMENT

I hereby certify this Notice of an EEDC Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board visible and accessible to the general public during and after regular working hours.

This notice was posted on June 24, 2022 at 10:50am.

By: /s/ Brian Kelsey

Brian Kelsey, Assistant City Manager
City of Edinburg, Texas

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Recognition of Edinburg Economic Development Corporation Sponsorships for the Edinburg Police Department's 26th Annual National Night Out and Edinburg Chamber of Commerce's 16th Annual Texas Cook'Em events.

1. **Agenda Item:**
   Recognition of Edinburg Economic Development Corporation Sponsorships for the Edinburg Police Department's 26th Annual National Night Out and Edinburg Chamber of Commerce's 16th Annual Texas Cook'Em events.
2. **Description/Scope:**
   The Edinburg Economic Development Corporation Board will recognize sponsored entities and take a group photo.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   N/A

7. **Justification:**
   N/A

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Consider approval of minutes for board meetings April 19, 2022, April 26, 2022, and May 16, 2022.

1. **Agenda Item:**
   Consider approval of minutes for board meetings April 19, 2022, April 26, 2022, and May 16, 2022.
2. **Description/Scope:**
   Board meeting minutes are reviewed and approved on a monthly basis.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   N/A

7. **Justification:**
   N/A

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: April 19, 2022 Minutes
Attachment B: April 26, 2022 Minutes
Attachment C: May 16, 2022 Minutes

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

MINUTES OF THE
EDINBURG ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

LOCATION:
City of Edinburg, City-Hall Council
Chambers 415 W. University Drive.
Edinburg, Texas

APRIL 19, 2022
SPECIAL MEETING
12:00 PM

PRESENT: **Hiren Govind, President**
Veronica Gonzales, Secretary
Aaron "Ronny" Rivera, Treasurer
Daniel "Dan" Diaz, Councilmember

ABSENT: **Roland Gomez, Vice President**
Sabrina Walker-Hernandez, Director
Raul Resendez, Director

STAFF: **Myra Ayala, City Manager**
Brian Kelsey, Assistant City Manager/EDD
Tom Reyna, Assistant City Manager
Blanca Davila, EDD Director
Leticia Pantoja, EDD Management Analyst
Nidian Elizondo, EDD Coordinator
Carlos Garza, EDD Coordinator
Omar Ochoa, City Attorney
Dagoberto Soto, City Finance Director
Mardoqueo Hinojosa, City Engineer
Patrizia Longoria, Engineer III
Annette Valdez, Engineering Graphic Tech. 2
Ashly Custer, Director of Communication & Media

PUBLIC: **Edgar Villanueva, ERO Architects**
Arnold Cantu, Cantu Harden LLP (VIA ZOOM)
Andre Ayala, Hilltop Securities (VIA ZOOM)

1. CALL TO ORDER, ESTABLISH QUORUM

President, Hiren Govind, called the meeting to order at 12:01 PM.

EDD Director, Blanca Davila, proceeded to roll call and established quorum.

Vice President Roland Gomez, Director Sabrina Walker Hernandez, and Director Raul Resendez were absent.

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on April 13, 2022 at 4:20 PM.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney, Omar Ochoa, stated a conflict of interest exists if a board member or a member of that person's family has a qualifying financial interest in an agenda item. If there is a conflict of interest, the board member cannot participate in discussion or vote on the agenda item.

No conflicts of interest were disclosed.

4. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments, which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at the City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@Cityofedinburg.com or (b) calling (956) 388-8204.

All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

Ashly Custer, Director of Communication & Media of City of Edinburg, provided a public comment to explain the city's Public, Educational, and Governmental Access (PEG) fund usage. The PEG fund channel is Spectrum 1300, which livestreams city meetings.

Ms. Custer mentioned the Communication & Media department was considered to relocate to the new Arts, Culture, and Events (ACE) center, and stated there were conversations about utilizing PEG funds. Ms. Custer clarified the PEG funds are

heavily restricted as is the content that ends up on the channel. The city receives a portion of revenues generation from the Spectrum channel 1300 quarterly. The funds can only be used if invested back into the channel. For example, equipment purchased with the fund must be used to create content that will end up in the channel. Therefore, Communication & Media staff will be unable to share equipment with aspiring artists and the public unless the content is included in the Spectrum 1300 channel.

Secretary, Veronica Gonzales, inquired how much is received from the PEG funding. Councilmember, Dan Diaz, stated the board and council cannot respond to public comments. Mr. Ochoa stated the board can ask questions but public comment is not an interactive period. Ms. Custer inquired whether she could answer the question. Mr. Ochoa stated the question can be answered if the board members are okay with it. The board members were okay with the question being answered and Ms. Custer stated there is $485,000 in the PEG fund. The City Council approved for Communication & Media staff to spend under $40,000 to replace outdated equipment and equip new department staff members.

5. REGULAR AGENDA ITEMS

A. **Presentation and Discussion Regarding the Edinburg Arts, Culture and Events Center.**

Tom Reyna, Assistant City Manager, presented an update on the Arts, Culture, and Events Center (ACE). The original building size was 41,716 sq. ft., which included 500 tables and chairs, 1,295 seat capacity, six classrooms, and one lobby and café. The new current building size includes 36,800 sq. ft., 500 tables and chairs, 1,280 seat capacity, 6 classrooms, and 1 lobby and café. The building size was reduced due to escalating costs in construction (averaging 3.5-4.0% per month cost increase).

The budget is comprised of $7,000,000 from the City Bond Series 2021A, the EDC Bond Series 2021 of $7,000,000 for a total budget cost of $14,000,000. The architectural services is $1,016,248.40. The Geo Technical services cost is $3,500.00, resulting in a building estimate of $11,572,660. The budget for furniture, fixtures, and equipment (FF&E) is $1,000,000. This would result in remaining project savings of $407,588.60 for contingencies. The project is on track to begin construction by September 2022 for a one-year project turnaround.

Board Discussion and Questions

President, Hiren Govind, inquired whether the architectural services has been spent. Mr. Reyna stated 25% of architectural services has been spent. A total of $174,053 has been spent in architectural services.

Mr. Govind inquired what the total amount spent is. Mr. Reyna stated $174,053 has been spent in architectural services and $3,500 has been spent for GEO technical services for a total of $177,553 expenses thus far.

Treasurer, Arron Rivera, inquired whether the budget is increasing every time a change is made. Mr. Reyna stated the budget does not increase as the project is still in the design development phase. The design phase ends April 22, 2022. Ms. Gonzales inquired what the fee structure would be if the project design phase goes beyond the deadline. Mr. Reyna clarified the fee structure will not change and the only thing that would change is the bidding calendar. Mr. Reyna added the longer the design phase is prolonged, there is risk of construction costs to escalate.

Ms. Gonzales asked whether the costs of maintaining the building have been calculated. Mr. Reyna mentioned that is part of phase II in developing the operations plan, after the design phase. The operations budget will be worked on with the Cultural Arts department, as they will operate the building.

Mr. Govind mentioned ~$800,000 of the fee schedule is from tables and chairs and inquired how much is estimated to finish the building. Mr. Reyna stated it depends on the classrooms and the funding raised by the Cultural Arts. The Cultural Arts will begin a fundraising program to begin raising money for the classrooms and the equipment for the classrooms.

Ms. Gonzales inquired whether the Communication & Media department moving to the new building is still part of the plan. Mr. Reyna stated their suggestion to City Council is to have the department remain at city hall.

Regarding audio-visual computer equipment, Mr. Govind inquired whether there is a cost estimate. Mr. Reyna stated there is a cost estimate however; it is not funded through the project. Mr. Govind asked how much will the equipment cost and inquired who will pay for it. Mr. Reyna stated the end user would pay for the cost. Edgar Villanueva, ERO Architects, stated the cost estimate is of $2.4M for all audio and visual equipment such as lighting, projectors, speakers, systems, screens, etc.

Ms. Gonzales asked if hypothetically, it is possible to separate the two buildings in where Cultural Arts can have their building and the have the event center located elsewhere. Mr. Reyna stated staff would need to negotiate new fees with the architect, purchase new property, and start from scratch at that point.

Mr. Govind asked if the ACE and events center were to be separated, if the buildings needs to be in the same location. Arnold Cantu, Cantu Harden LLP Bond Counsel, clarified the ordinance that authorized the EEDC sales tax bonds order both have a purpose order for a multi- purpose facility for uses of conferences, culture arts, performance centers, and events centers. The buildings can be separated but both projects would have to be within the scope in the authorized documents, which included a multi-purpose facility for administrative offices and cultural arts performance center.

Regarding location, both buildings would need to be owned by the city. The parameters of the buildings is not limited to downtown Edinburg. Pursuant to the agreement signed between the city and EEDC governing the financing use of the project, the city has the final say on the management of the project but they are not precluded from hiring a third party to manage the building. The operational costs for the third party manager would not be a proper use of bond proceeds. Mr. Govind inquired if the buildings are split, whether private money or more governmental money can be used to fill in the gap. Mr. Cantu stated in general stance, parties should be free to collect money from external sources to help with the construction of the project. However, bond proceeds must be used specifically for the projects themselves.

Ms. Gonzales inquired the square footage of venues from other cities across the Rio Grande Valley. Councilmember, Dan Diaz, stated the venue was within the market of being larger than the sister cities. Mr. Diaz also inquired on the cost of the ballroom partition. Mr. Reyna stated a more affordable option was found for $250,000.

Mr. Rivera expressed his concern and stated the building not meeting the expectations of an event center. Mr. Rivera stated the building may not be adequate enough to bring businesses and have corporate events. Mr. Reyna stated that if any additional schematic changes are made; the project would be behind schedule. Mr. Reyna stated staff could look into adding additional partitions for future growth.

Ms. Gonzales asked whether there is room to add a second floor in the future, should the board decide more space is needed for the events center. Mr. Reyna stated the entire building is not being designed to go up a second floor.

Mr. Govind stated his concern is that the prefunction space is the lobby now and the gift shop is no longer the food prep area. Mr. Govind added most event centers have the prefucntional space in the front and stated he does not believe it is a multi-functional building anymore.

Mr. Govind inquired how much would be spent by the end of August 17, 2022. Mr. Reyna stated it depends on the architect’s fee schedule. The architect costs will be spent 100% once the building is completed.

Mr. Govind mentioned the board was asked to email their questions, and inquired

whether there were any questions left nanswered. Ms. Davila mentioned Ms. Veronica Gonzales emailed a list of questions that were shared with the bond counsel and financial advisor. Ms. Davila asked Ms. Gonzales whether she would like to ask additional questions. Ms. Gonzales indicted she had no more questions to ask.

Mr. Diaz inquired whether the Cultural Activities Board (CAB) has seen the renderings. Mr. Reyna confirmed the CAB board is aware of the updates.

6. EXECUTIVE SESSION

The EEDC will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The EEDC May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

There was no executive session.

7. OPEN SESSION

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 511, Open meetings, Subchapter E, Procedures Relating to Closed Meeting §551.102, Requirement to Vote or Take Final Action in Open Meeting.

8. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 12:48 PM.

MOTION TO ADJOURN MEETING WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY SECRETARY VERONICA GONZALES AT 12:48 PM. MOTION CARRIED UNANIMOUSLY.

Minutes Transcribed by: Leticia Pantoja

MINUTES OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

LOCATION:
City of Edinburg, City-Hall Council Chambers 415
W. University Drive. Edinburg, Texas

APRIL 26, 2022
REGULAR MEETING
3:00 PM

PRESENT: **Hiren Govind, President**
Daniel "Dan" Diaz, Councilmember
Sabrina Walker-Hernandez, Director
Raul Resendez, Director

ABSENT: **Roland Gomez, Vice President**
Veronica Gonzales, Secretary
Aaron "Ronny" Rivera, Treasurer

STAFF: **Brian Kelsey, Assistant City Manager**
Blanca Davila, EDD Director
Leticia Pantoja, EDD Management Analyst
Nidian Elizondo, EDD Coordinator
Carlos Garza, EDD Coordinator
Omar Ochoa, City Attorney
Dagoberto Soto, Finance Director

PUBLIC: **Salvador Valle, Endeavors**
Veronica Ortega, U.S. Small Business Administration
Nadia Vera Moralez, Veras King-O-Meats Inc.
Marco Vera, Veras King-O-Meats Inc.
Angie Jackson, Jackson Pest Control
Juan Lopez, Edinburg Lions Club
Reynaldo Sepulveda, Edinburg Police Department Lieutenant
Efrain Muniz, Edinburg Police Department
Patricia Martinez, Rio Grande Guardian
George Rice
Frank Mesa
Alex Nam
Fernando De La Cerda
Mitch Killion
Kyle Christopher (VIA ZOOM)

1. CALL TO ORDER, ESTABLISH QUORUM

President, Hiren Govind, called the meeting to order at 3:02 PM.

EDD Director, Blanca Davila, proceeded to roll call and established quorum.

Vice President Roland Gomez, Secretary Veronica Gonzales, and Treasurer Aaron Rivera were absent.

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on April 22, 2022 at 3:34 PM.

3. PLEDGE OF ALLEGIANCE

President Hiren Govind stated the pledge of allegiance is a new item added to the agenda moving forward. The board, staff, and public proceeded to the pledge of allegiance.

4. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney, Omar Ochoa, stated a conflict of interest exists if a board member or a member of that person's family has a qualifying financial interest in an agenda item. If there is a conflict of interest, the board member cannot participate in discussion or vote on the agenda item.

No conflicts of interest were disclosed.

5. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments, which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at the City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@Cityofedinburg.com or (b) calling (956) 388-8204.

All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

Salvador Valle, representing Endeavors, shared information on the Mortgage Assistance Fairs on April 28, 2022 at United Way of Southern Cameron County in

Brownsville, TX, and April 29, 2022 at Loaves and Fishes in Harlingen, TX. Endeavors provides aid to eligible individuals and families that are struggling to pay their mortgage through the Texas Emergency Mortgage Assistance Program. Councilmember Dan Diaz suggested staff provide information on the program on the Edinburg EDC website.

Veronica Ortega, Economic Development Specialist with the U.S. Small Business Administration (U.S. SBA), stated the U.S. SBA recognizes small businesses across their 14 county area during National Small Business week annually. This was the first year the U.S. SBA received nominations from the Edinburg EDC. The following two Edinburg businesses were awarded and will be recognized at the U.S. SBA Luncheon:

- Vera's King-O-Meats: Family-Owned Business
- Jackson Pest Control: Home-based Business

The board proceeded to take a photo with Ms. Ortega and the two Edinburg businesses awarded in attendance.

6. DIRECTOR'S REPORT

A. Economic Development Semi-Annual Report

EDD Director, Blanca Davila, stated that as per the Edinburg EDC bylaws, staff is required to update the board on outcomes. A one-pager of outcomes starting October 2021 to March 2022 was presented including:

Covid-19 Response

- $930,000 in grants awarded to 465 small, locally-owned businesses
- $1,021,800 in new customer expenditures through gift card program
- $176,200 in grants awarded to 88 home-based, locally owned businesses
- 85 Preapproved Facade Improvement Program applicants

Workforce Development

- Employ RGV Job Fair
    - 118 employers were present
    - 589 job seekers attended job fair
    - 421 interviews scheduled
    - 181 potential job offers

- Health Sciences Institute at Renaissance (HSIR)
    - 4 students completed the Medical Assistant certification program
    - 2 students currently working as Medical Assistants and 2 students continued their education in healthcare.

- Business Retention and Expansion - BREaching Out Program
    - 15 meetings with local businesses
    - 3 business meetings with tours
    - 4 expansion projects

- Active Projects
    - 42 jobs created or retained (projected)
    - $4 million in capital investment (projected)

- Developing Projects
    - 619 jobs created/retained (projected)
    - $234 million in capital investment (projected)

- Retail & Restaurant Leads
    - 37 Restaurant Contacts
    - 33 Retail Contacts

- Requests for Information (RFIs) from the State of Texas
    - 11 proposals submitted to the Economic Development & Tourism Office of the Governor Greg Abbott

- Downtown Revitalization Projects:
    - Promenade Bond Projects
    - ACE: $7,000,000.00 - Design Phase Completed
    - Parking Garage: $2,000,000.00 - Design Phase Started

Councilmember Dan Diaz inquired what the timeline for businesses for the Façade Improvement Program is. The deadline to submit permits is May 6, 2022. The project completion timeline is October 1, 2022 and businesses have until December 2022 to submit documentation for reimbursement.

Regarding the parking garage, Mr. Diaz inquired if the plan is to make it a three-story garage or six-story. Ms. Davila stated staff is working on possibly doubling the parking garage to six stories in the future. However, it will remain three-stories for now.

A. Economic Development Report

The Small Business Administration (SBA) Lower Rio Grande Valley announced the 2022 Small Business Week Awardees. Two of the three nominations that were submitted by the Edinburg Economic Development Corporation will be recognized with awards during National Business Week May 1-7 for the following categories:

- Family-Owned Small Business of the Year: **Vera's King-O-Meats, Inc.**
- Home-Based Business of the Year: **Jackson Pest Control**

A Small Business Week Proclamation will be presented at the City Council meeting on May 3, 2022 recognizing May 1-7, 2022 as National Small Business week. Mr. Diaz thanked Economic Development staff for submitting applications to the SBA awards.

Economic Development Week

An Economic Development Week Proclamation will be presented at the City Council meeting on May 3, 2022 recognizing May 9-13, 2022 as Economic Development week. The Edinburg Economic Development week will highlight the Made in Edinburg/Hecho en Edinburg campaign, Elements of Business Planning Workshop, Edinburg EDC Mixer, and a feature of the board. Ms. Davila invited the board to attend the proclamation presentations at the May 3, 2022 City Council meeting.

Edinburg, Texas Unemployment Data

The City of Edinburg is at 4.8% unemployment rate for March 2022.

New Commercial Establishments/Additions

Economic Development staff is in communication with the city's development services departments regarding new commercial establishments/additions. The department status report included a list of establishments that have received the certificate of occupancy and have submitted a building permit for either additions, repairs, or remodels.

Projects

The board was invited to attend the MVLE (RGV Tours) groundbreaking ceremony scheduled for Friday, April 29, 2022 at 10:00 AM at the North Industrial Park.

The Siddons-Martin Emergency Group property closed on March 28, 2022 and a groundbreaking is tentative for May 2022.

Prospects

Staff is currently working with 31 prospects for expansions, relocations or new businesses. The list of prospects is ongoing and staff are continuously communicating with the prospects.

ICSC Conference

Regarding retail development, staff are planning for the Innovating Commerce Serving Communities (ICSC) conferences in Las Vegas and reaching out to brokers, developers, and prospects. The Edinburg EDC will have a 200 sq.ft. booth for the conference. The booth number is 2488 in the Central Hall.

Ms. Davila mentioned staff is hosting an ICSC working meeting with the board tentatively scheduled for Wednesday, May 4, 2022 at 10:00 AM to discuss the conference and schedule.

BREaching Out

Regarding the BREaching Out program, staff met with International Paper Co. on April 19, 2022 and El Dorado Pallets on April 5, 2022. The Edinburg Economic Development Corporation Board of Directors and the South Texas International Airport Advisory Board met on April 7, 2022 to learn and discuss private and public investment opportunities. Ms. Davila thanked the South Texas International Airport Advisory Board Members, President Hiren Govind, and Director Sabrina Walker Hernandez for attending the visit.

Programs

Marketing

- The Stay in the Know with Edinburg Economic Development newsletter has surpassed 100 subscribers.

- The month of March 2022 Google Analytics Report indicates:
    - 867 users visited the website
    - 1:27 is the average session duration
    - 52% of traffic users are acquired through organic search, media and 26.7% via direct search, 10.8% via social media, and 10.5% via referral
    - Top 5 most visited webpages are the Featured Properties, Work in Edinburg, Why Edinburg - Incentives, About us - Board, and About Us - Staff
    - Top 5 city visitors: Edinburg, Austin, McAllen, Houston, and San Antonio

- The month of March 2022 Social Media Report indicates:
  Facebook
    - 13,576 pages reached
    - 12,445 page followers
    - 355 page visits
    - 22 new Facebook likes
    - Top 3 posts that received engagements:
        - Makai Poke House Chamber Ribbon Cutting: 2,910 reaches
        - Little Bear Produce BRE visit: 2,477 reaches
        - Bagley Produce Business Library video: 1,852 reaches

Workforce Development

Additionally, Staff hosted a working meeting with Workforce Solutions, University of Texas Rio Grande Valley (UTRGV) Career Center, South Texas College (STC) Career Center, and Edinburg Consolidated Independent School District (ECISD) Career and Technology Education to review the draft internship handbook. Staff will incorporate feedback received to provide an updated handbook for the next working meeting on May 17, 2022. Because of the meetings, Workforce Solutions and ECISD will begin conversations to collaborate and implement a Youth Workforce Innovation Opportunity Act (YWIOA).

Requests for Information (RFI)

Staff submitted one Request for Information (RFI) for Project Easy Excalibur to the Economic Development & Tourism department of the Office of the Governor Greg Abbott.

S.P.A.R.C. 4.0

Economic Development staff and the Development Services staff have met with all pre-approved applicants. Applicants have a May 6, 2022 deadline to submit building permits.

- Applications received: 110
- Pre-approved applications: 85
- Pre-development meetings: 85
- Building permits submitted: 8
- No building permit needed: 8
- Downtown applications: 16
- Downtown pre-development meetings: 16
- Completed Projects: 3

Mr. Govind inquired if businesses that do not submit a building permit after May 6 will be dropped from the list and whether staff will begin processing applicants in the waiting list. Ms. Davila stated that is something to discuss with city leadership. Ms. Davila mentioned there is a waiting list for the Façade Improvement program and for the Home-Based Business program.

Director Raul Resendez inquired what would happen with the unused program funds, Ms. Davila stated those updates are presented to City Council for their discretion.

2. REGULAR AGENDA ITEMS

A. Consider excusing absence of Director Sabrina Walker Hernandez for March 28, 2022 meeting.

MOTION TO APPROVE EXCUSING ABSENCE OF DIRECTOR SABRINA WALKER HERNANDEZ FOR MARCH 28, 2022 MEETING WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR RAUL RESENDEZ. MOTION CARRIED WITH ONE ABSTENTION FROM DIRECTOR SABRINA WALKER HERNANDEZ.

B. Approval of minutes for board meeting March 28, 2022.

MOTION TO APPROVE MINUTES FOR BOARD MEETING MARCH 28, 2022 WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

C. Consider approval of financial report for second quarter January 2022 through March 2022.

Dagoberto Soto, Finance Director, presented the second quarter financials of January 2022 through March 2022.

A balance sheet as of March 31, 2022 was presented including the EEDC's assets, liabilities, and fund balances. There was $57,809,092 in total assets, $2,674,522 in total liabilities, and $55,134,570 in total fund balance.

In the monthly budget activity report, Mr. Soto highlighted that the sales tax is at 44% of the target. Regarding interest earned, the Edinburg EDC can expect to see the projection to be more than the budget as rates are increasing.

The expenditures including administrative services, programs, properties, and projects are all within budget and below 50% of the target. The total debt service is at 63% used.

Mr. Govind inquired whether the Capable Kids Beethoven Park payments have been made since the project has been completed. Mr. Soto stated the payments reflected are for January and February. However, if there are pending payments, it may be reflected in the month of April. Ms. Davila stated the project may have been under budget and she will confirm with Assistant City Manager Tom Reyna.

Mr. Diaz inquired on what the rental income revenue is. It was clarified the EEDC receives monthly rent from tenants located at the 1710 S 28th building.

A Supplementary Information report was presented of cash balances as of March 31, 2022 including the beginning balance, January-March activity, 2nd quarter activity, and the ending balance. The report is comprised of two components: total unrestricted cash and total restricted cash. The restricted cash is broken down to reflect how much cash is in each EEDC interest bearing account. The total unrestricted and restricted cash ending balance is $42,909,250.

The sales tax analysis report indicated $3,365,829 has been collected from October 2021 through February 2022. The sales tax is 15% higher than it was during the same period in fiscal year 2020-2021.

Regarding the Capable Kids Beethoven remaining budget, Mr. Govind asked staff to check in with the bond counsel to see, where the funds can be spent if needed. Mr. Soto stated the balance can be reallocated according to what the bond was intended for.

Mr. Diaz inquired how the Santana Textiles debt is recorded on the financials. Mr. Soto stated the Santana Textiles debt is reflected on the balance sheet on the note receivable net of allowance. Mr. Soto mentioned as per the last audit, the auditors suggested using an allowance method which estimates the receivable and reduces it by 2% to ensure the balance sheet is reflected as best as it can. Mr. Soto added anything past 90 days is considered a collectible. The $12,083,422 is a good estimate of the net of what might be received from Santana Textiles.

MOTION TO APPROVE FINANCIAL REPORT FOR SECOND QUARTER JANUARY 2022 THROUGH MARCH 2022 WAS MADE BY DIRECTOR RAUL RESENDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED UNANIMOUSLY.

D. Consider approval of mid-year budget amendment for Fiscal Year 2022.

Ms. Davila presented the Economic Development Budget Operating Cash, which includes the FY2022 approved and the FY2022 amended budget.

Under Administrative Services, $40,000 was added to the Professional Services line item to budget for engineering surveys, appraisals, etc. A membership's line item of $25,000 was added to budget for board member ICSC memberships and other board associations. The research line item was decreased to $65,340 and the money pulled was used to cover the professional services line item.

Under EDC Programs, Properties, and Projects, the sponsorship & donations line item was added $50,000. The property taxes line item was added $130,293 to cover the overage, as the Green Cold Formed Steel Delinquent property taxes were paid, which were not budgeted for. The purchase of property amount was decreased to use money for other adjustments and ensure property taxes were paid. The utilities line item was decreased to $4,689 as the Edinburg EDC only has one building utilities are paid for. The Edinburg EDC pays water and electricity for the offices in the 1710 S 28th St and not the warehouses. The tenants in the warehouses pay for their own utilities.

Every year $1,000,000 is budgeted for the Arena Bond Shortage. This year, $780,418 was expensed.

Mr. Govind asked staff to round the adjustment amounts to the nearest thousand.

Regarding projects, Mr. Diaz inquired why the TP UT RGV LLC (Taco Palenque & Palenque Grill) 2019 line item amount remained the same considering the item did not pass at a City Council meeting. Ms. Davila mentioned the line item was left there as it was budgeted for the project and stated it is up to the board's discretion to leave the line item or remove it. Mr. Govind mentioned the line item can be left on the budget in case TP UT RGV LLC decides to come back and present to the board. The board agreed to give

TP UT RGV LLC 30 days from the board meeting to come back if new information is available.

Mr. Govind asked whether there is an update on the Shea Nate project. Ms. Davila stated staff visited Shea Nate and mentioned Mr. Casas had some recommendations to bring to the board. Mr. Casas has not reached out yet. Shea Nate has two years to complete the project. However, six months have passed and there is a year and a half left to complete the project.

MOTION TO APPROVE MID-YEAR BUDGET AMENDMENT FOR FISCAL YEAR 2022 WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

E. Discussion and possible action on sponsorship for Edinburg Lions Club Fishing Tournament.

Juan Lopez, Edinburg Lions Club Secretary, provided an overview of the Edinburg Lions Club. Mr. Lopez stated the club has been very active servicing the community with scholarships and service projects. The Edinburg Lions Club is part of the Lions Club International, a worldwide organization whose focus is vision. Locally, the Edinburg Lions club provides eyeglasses to students in the school districts. The Edinburg Lions Club is requesting the EDC support the annual fishing tournament. Mr. Lopez recognized Director Sabrina Walker Hernandez as she has supported their efforts when she was with the Edinburg Boys & Girls Club.

MOTION TO APPROVE A $600 CAPTAIN SPONSORSHIP FOR THE EDINBURG LIONS CLUB FISHING TOURNAMENT WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

F. Discussion and possible action on sponsorship for Edinburg Police Department's 26th Annual National Night Out.

Reynaldo Sepulveda, Edinburg Police Department Lieutenant, thanked the board for the consideration and mentioned the Edinburg EDC has previously supported the National Night Out event. Previous National Night Out events have drawn between 4,000 – 5,000 attendees. The proceeds collected from the National Night Out event will go toward the Blue Santa toy drive event. The request is for $5,000.

MOTION TO APPROVE SPONSORSHIP AMOUNT REQUESTED FOR EDINBURG POLICE DEPARTMENT'S 26TH ANNUAL NATIONAL NIGHT OUT WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED UNANIMOUSLY.

G. Discussion and possible action on sponsorship for Edinburg Chamber of Commerce's Texas Cook'Em event.

Director Raul Resendez inquired whether the city also sponsors this event. It was stated the city provides in-kind sponsorship by providing facility, fire services, police services, etc.

Ronnie Larralde, Executive Director of Edinburg Chamber of Commerce, stated the event will be hosted at the Ebony Golf Course. There were over 180 cooks and approximately 8,000 attendees. Texas Cook'Em will be hosted July 2, 2022. The Edinburg Chamber of Commerce has distributed over $20,000 in sponsorships to local veteran students in partnership with UTRGV. The request is for $15,000, which is the same amount the Edinburg EDC has previously sponsored.

Mr. Larralde mentioned Aaron Watson is the headliner for the event and the Red Not Chili Peppers will perform at the event, along with other artists.

MOTION TO APPROVE A $15,000 SPONSORSHIP FOR EDINBURG CHAMBER OF COMMERCE'S TEXAS COOK'EM EVENT WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

H. Discussion and possible action on sponsorship for Rio Grande Valley Partnership Small Business Week Recognition luncheon.

Ms. Davila stated the RGV Partnership requested sponsorship from the Edinburg EDC as they are recognizing two Edinburg businesses at the Small Business Week Recognition luncheon.

Ms. Walker Hernandez inquired how the two-minute speaking opportunity listed under the Small Business Champion sponsorship levels would be used. Ms. Davila stated the speaking opportunity would be used to highlight the businesses awarded. The two Edinburg businesses will attend to receive their awards. Ms. Walker Hernandez also inquired if the Edinburg EDC will display promotional items to display on tables. Ms. Davila confirmed staff has promotional materials to display.

Mr. Diaz inquired whether the Small Business awards are valley wide. Ms. Davila confirmed the U.S. SBA awards covers South Texas region from Laredo, Corpus Christi, to Brownsville, TX.

MOTION TO APPROVE A $1,500 SMALL BUSINESS CHAMPION SPONSORSHIP FOR RIO GRANDE VALLEY PARTNERSHIP SMALL BUSINESS WEEK RECOGNITION LUNCHEON WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED UNANIMOUSLY.

I. Discussion and possible action on sponsorship guidelines.

MOTION TO MOVE REGULAR AGENDA ITEM I TO EXECUTIVE SESSION WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED UNANIMOUSLY.

3. <u>EXECUTIVE SESSION</u>

The board entered executive session at 4:10 PM.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ AT 4:10 PM. MOTION CARRIED UNANIMOUSLY.

During further review of the items in Executive Session, any of the items will be brought back into Open Session if necessary, for open discussion.

4. OPEN SESSION

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 511, Open meetings, Subchapter E, Procedures Relating to Closed Meeting §551.102, Requirement to Vote or Take Final Action in Open Meeting.

The EDC board reconvened for open session at 6:24 PM.

MOTION TO OPEN SESSION WAS MADE BY COUNCILMEMBER DAN DIAZ AT 6:24 PM AND SECONDED. MOTION CARRIED UNANIMOUSLY.

A. Deliberation regarding economic development negotiations (Project Eagle, Project Red Monitor, Project Gold Fish, Project Dunder Mifflin, EEDC Tenant). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting.)

B. Discussion and possible action regarding pending litigation. (§551.071.Consultation with Attorney; Closed Meeting.)

C. Discussion and possible action on sponsorship guidelines.

No action was taken in executive session.

5. OTHER BUSINESS

The board proceeded to discuss the Edinburg EDC meeting time change to either remain at 4:00 PM or change to a later time as there has been concerns regarding individuals not being able to attend meetings since meetings are during work hours.

Ms. Walker Hernandez stated she is favor of maintaining the meeting time at 4:00 PM as long as it is not in violation of the Texas Open Meetings Act. Ms. Walker added the Edinburg EDC is open to hear citizens and is available for them.

Mr. Diaz suggested staff verify with the Edinburg EDC bylaws and suggested changing the meeting time to 6:00 PM for consistency with the City Council meeting time.

Mr. Resendez concurred with keeping the meeting times at 4:00 PM with the flexibility of changing the meeting time if needed.

Mr. Govind stated he inquired with other board members and stated Vice President Roland Gomez is agrees with a 5:00 PM meeting start time and Treasurer Aaron Rivera preferred the meeting time to remain at 4:00 PM. Mr. Govind did not hear back from Secretary Veronica Gonzales regarding the question. Mr. Govind added he is in favor of keeping the meeting times at 4:00 PM.

Mr. Govind stated the majority of board members are in favor of keeping the board meeting times at 4:00 PM and indicated the meeting times can be reevaluated in the future.

6. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 6: 27 PM.

MOTION TO ADJOURN MEETING WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY COUNCILMEMBER DAN DIAZ AT 6:27 PM. MOTION CARRIED UNANIMOUSLY.

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Minutes Transcribed by: Leticia Pantoja

MINUTES OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

LOCATION:
City of Edinburg, City-Hall Council Chambers
415 W. University Drive. Edinburg, Texas

MAY 16, 2022
SPECIAL JOINT MEETING
5:30 PM

PRESENT: **Hiren Govind, President**
Roland Gomez, Vice President
Veronica Gonzales, Secretary
Aaron "Ronny" Rivera, Treasurer
Daniel "Dan" Diaz, Councilmember/EDC Director
Sabrina Walker-Hernandez, Director
Raul Resendez, Director

ABSENT: **N/A**

COUNCIL: **Ramiro Garza, Mayor**
Johnny Garcia, Mayor Pro Tem
David White, Councilmember
Jason De Leon, Councilmember

STAFF: **Myra Ayala, City Manager**
Omar Ochoa, City Attorney
Clarice Balderas, City Secretary
Jesus Saenz, Assistant City Manager
Brian Kelsey, Assistant City Manager
Blanca Davila, EDD Director
Carlos Garza, EDD Coordinator
Dagoberto Soto Jr., Finance Director
Claudette Segura, Management Analyst
Maria Elena Ortiz, City Secretary's Administrative Specialist

PUBLIC: **Alex Meade, Texas Regional Bank**

1. CALL TO ORDER, ESTABLISH QUORUM

Mayor, Ramiro Garza, called the meeting to order at 5:30 PM and established a quorum with city council members present.

President, Hiren Govind, also called the meeting to order and established a quorum with Edinburg EDC board members present.

For record, Director Sabrina Walker Hernandez arrived to the meeting at 5:49 PM.

A. Prayer by Mayor Pro Tem, Johnny Garcia.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

City Secretary, Clarice Balderas, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on May 12, 2022 at 7:20 PM

Mayor Garza recognized Ms. Clarice Balderas as the new City Secretary for the City of Edinburg.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney, Omar Ochoa, stated a conflict of interest exists if a board member, councilmember, or a member of that person's family has a qualifying financial interest in an agenda item. If there is a conflict of interest, the board member or councilmember cannot participate in discussion or vote on the agenda item.

No conflicts of interest were disclosed.

4. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments, which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at the City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@Cityofedinburg.com or (b) calling (956) 388-8204.

All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

There were no public comments.

5. PRESENTATIONS AND REPORTS

A. Presentation and Discussion Regarding Economic Development Overview.

Mayor Garza thanked the Edinburg EDC board and Council for the special joint meeting. Mayor Garza stated a purpose of the meeting is to discuss economic development and how the Edinburg EDC and City Council can work together.

Mayor Garza proceeded to introduce the presenter, Alex Meade, Executive Vice President of Economic Development and Public Finance for Texas Regional Bank.

Mr. Meade's presentation included perspectives on economic development, stages of development, and eligible Type A projects.

Mayor Garza stated the Edinburg EDC is a Type 4A corporation and mentioned there was a vote in 2011 for two 4B projects. City Manager Myra Ayala confirmed that is correct and stated the voting was specific for those projects. City Attorney Omar Ochoa clarified there was a resolution to increase the ability of the EDC to spend on certain projects. This includes recreational facilities, limited to entertainment, public parks, and park facilities, and all related store, restaurant, concession, and automobile parking facilities and all related roads, streets, water and sewer facilities as allowed under Section 505.I52 of the Texas Local Government Code.

Mayor Garza mentioned that on January 20, 1990 residents voted to allocate half cent of sales tax to economic development for the City of Edinburg. The ballot language was to raise one cent. Mayor Garza mentioned the city's budget includes a general fund and two categories for sales tax: one for half-cent property tax reduction and the other for economic development.

Edinburg EDC Secretary Ms. Veronica Gonzales stated the public has no real understanding of the demarcation of Type A and Type B projects. Ms. Gonzales added the Edinburg EDC is often asked when certain restaurants or companies will be brought into the city. Ms. Gonzales stated it is important to communicate to community constituents the fact that Edinburg EDC and City are working together to bring opportunities to Edinburg.

Mr. Meade added an important role for an EDC is to create advocates within the community by either doing a small business seminar, starting a small business program, training, etc. Ms. Gonzales mentioned she was pleased that during the pandemic, the Edinburg EDC hosted a Get Digital series with the University of Texas Rio Grande Valley (UTRGV) for small businesses to learn how to convert their business to curbside pickup, online sales, marketing, etc. Ms. Gonzales thanked economic development staff for being proactive and implementing the series.

Mayor Garza deferred to the city council for any final questions or comments. Councilmember Dan Diaz inquired if most cities have a similar setup as Edinburg in where EDC agenda items go to council. Mr. Meade confirmed most cities have the same setup and stated City Council ratifies EDC agenda items.

Councilmember Jason De Leon inquired whether Mr. Meade is suggesting the Edinburg EDC convert to a Type B EDC or remain a Type A. Mr. Meade confirmed he is not suggesting anything and mentioned it is good that the council is looking into the options. Mayor Garza added any changes made would need to go to the voters.

Edinburg EDC President Hiren Govind proceeded to ask EDC board members if there are any questions or comments.

Director Raul Resendez stated one of the challenges he has seen is having funds predominately go toward parks, which he believes has halted the opportunity to do true economic development. The board has had to deal with cleaning issues that have occurred in the past with the Edinburg EDC. Mayor Garza agreed and mentioned the city's economic development work plan can be revisited. Mr. Meade added that quality of life is a component of economic development.

Edinburg EDC Treasurer Aaron Rivera added Edinburg has a lot of open land available and the board's trajectory has been to bring large businesses in. Mr. Rivera inquired what the recommendation is in terms of either maintaining the Edinburg EDC structure as is or to make changes. Mr. Meade added each industry has its reasons for moving to a city as companies want to be in a location that allows them to capture the biggest market for their industry.

Ms. Gonzales commented that it is important to look into helping improve the companies that are here to increase wages and grow the number of employees. Ms. Gonzales stated the shared services with the city has been a cost saver for the Edinburg EDC. This has established metrics and deliverables for companies seeking incentives.

Edinburg EDC Vice President Roland Gomez mentioned the EDC has focused on parks and quality of life and has not necessarily focused on the Airport. The land around the Airport can be developed. Mr. Gomez inquired at what point should one hold off on city projects or parks to focus on manufacturing and aviation related businesses. Mr. Meade stated he recommends working with local developers to develop the land. Mayor Garza added he would like EDC funds to be used for economic development and suggested devising a five-year plan to know what the Edinburg EDC is working toward every year.

Mr. Govind inquired how most cities calculate or measure the return on investment. Mr. Meade stated that the EDC can determine by focusing on the investment and value. Mayor Garza stated it goes back to defining what the city and EDC want to have in place.

6. ECONOMIC DEVELOPMENT

A. Discussion regarding the Coordination, Structure and Bylaws of the Edinburg Economic Development Corporation.

Mr. Govind requested the item to be added to the agenda. Mr. Govind stated the bylaws were changed to add a councilmember to serve on the Edinburg EDC back in January 2022. Mayor Garza stated the change occurred when Councilmember Dan Diaz was elected while he was serving on the EDC board. Mayor Garza added he preferred an elected official serve on the EDC board, as there has always been an elected official serving.

Mr. Govind stated he preferred the previous structure in where citizens could apply, council discussed applicants, and then council appointed individually as he believes it was a transparent process.

Mayor Garza added the board authorities and structures are different now as there is no executive director. The economic development staff report to the City Manager. Mayor Garza stated the EDC board is like an advisory board.

Mr. Govind added Blanca Davila, Director of Economic Development and Brian Kelsey, Assistant City Manager, have done a great job with the new structure and in keeping the board informed.

Mr. Ochoa added the EDC bylaws were revised in 2015, 2017, and in 2020. The most recent change in 2020 stipulated that the EDC no longer has its own staff. The administrative services are provided by the city via an agreement. The Edinburg EDC is still its own entity.

Director Sabrina Walker Hernandez inquired whether the Edinburg EDC is still a governing board and in reference to section 5.04 of the bylaws, the Edinburg EDC can appoint an advisory board. Mr. Ochoa confirmed the Edinburg EDC is a governing body created by state law. The bylaws allow the seven board members to appoint ex-officio members that would not have voting rights. Under the bylaws, councilmembers are automatically ex-officio members of the Edinburg EDC board.

Councilmember Jason De Leon asked Councilmembers Johnny Garcia and David White on their thoughts regarding the changes as they previously served as councilmembers on the EDC board. Councilmember David white stated the changes were made, as there was a restructure of the board at the time. Mayor Garza stated the former City Manager informed him there was no staff at the EDC at the time.

Councilmember Johnny Garcia added there was only one EDC employee and mentioned there were conflicts with the board and council at the time, which resulted in a restructure.

The board members and city council proceeded to discuss the structure of the Edinburg EDC. Councilmember White stated he would like to see job creation and quality of life. Ms. Walker Hernandez brought up the board priorities including downtown revitalization, Airport, and North Industrial Park. Ms. Gonzales suggested having a strategic plan and metrics as a result of the three priorities.

Regarding staffing structure, it was discussed economic development staff may not have the autonomy to travel and meet with prospects as staff follows city procurement and travel policies. Councilmember White inquired whether there is a way to modify in order for efficiency without violating rules and laws. Mr. Ochoa clarified the EDC is not required to follow the city's procurement policies and can operate its own procurement method. However, a policy was adopted to stipulate Edinburg EDC follow the city's procurement policies.

Ms. Walker Hernandez inquired whether there is a model the Edinburg EDC could tweak or replicate. Mr. Ochoa confirmed that is correct and stated it is similar to the Boys & Girls Club and Edinburg Chamber of Commerce, which operate as separate entities with their own staff, while the city provides services such as Finance and Human Resources.

Mr. Govind asked economic development staff what are the inefficiencies and efficiencies experienced with the current structure. Regarding efficiencies or positives, Blanca Davila, Director of Economic Development, explained there is a strong relationship with Planning & Zoning, Engineering, and Communications & Media departments. Ms. Davila mentioned the business community have expressed the efficiency is visible within departments. A major inefficiency is procurement as it is an obstacle faced when staff needs to move quickly. Ms. Davila stated the department solely focuses on economic development. Economic Development staff were tasked to oversee the SPARC programs, Façade Improvement Program, and the bonds for quality of life, which took a lot of time and effort from economic development staff.

Mr. Kelsey added staff is happy to implement any model the board or council prefers. Mr. Kelsey stated he would like to become more autonomous while maintaining the same transparency as the current structure. Mr. Kelsey added a large percentage of Ms. Davila's time is spent sorting out a lot of actions from the past. For example, most business was previously conducted in executive sessions with no meeting minutes. As a result, economic development staff may not know why certain past decisions were made since there is no record.

Mayor Garza agreed with Mr. Kelsey's comment regarding transparency and mentioned the city council's executive sessions are recorded. Because the EDC does not record executive sessions, Mayor Garza asked for whatever the city council passes, for the EDC board to do so as well. For example, recording executive sessions, adopting a code of ethics, and listing what will be discussed in executive and using project names. Mayor Garza also suggested posting EDC check registers on the website as city registers are posted as well.

Director Raul Resendez stated 80% of economic development's staff time and board meetings are in relation to past issues. Councilmember White asked how the city can help fix that. Mr. Kelsey confirmed more staff would help however, until staff gets direction on a fundamental future of the model, he cannot recommend what the staff work or allocation of time would be. Mr. Kelsey also added engagement from the city's largest employers would help when meeting with prospects. Mr. Kelsey also suggested adding more seats to the board.

It was discussed the board and council could come up with structure and have that built in the next fiscal year as the services agreement is a yearly agreement.

Regarding the current staffing structure, Ms. Davila added the department needs more staff and space to do the economic development the city requires. Ms. Davila mentioned other EDC's have at least six employees. Whereas, the Edinburg economic development is a department of four. City Manager Myra Ayala stated the job titles must comply with the city's compensation plan with the current structure. The city's compensation includes a pay scale of minimum, medium, and maximum. The employee job title must fall within the pay scale. Ms. Davila added this is an obstacle considering employee salaries must fall within the city's pay scale thresholds to attract top talent.

Mayor Garza suggested looking into what roles other EDC's have to come up with a model that best suits the Edinburg EDC. Mayor Garza added something to consider in the future is a resource center for technical assistance with development, which can house the EDC and other departments. Mr. Kelsey offered to research and present a staffing structure to the board and council.

Upon board and council deliberation, it was agreed for the next step is to conduct a study for staffing structure. Mr. Kelsey will present an update in the next board meeting. Councilmember Jason De Leon stated he would like to see more dialogue and communication from the EDC to the City Council.

Lastly, Mayor Garza added he would like to avoid having special meetings at 12:00 PM as residents may not be able to attend. Regular Edinburg EDC board meetings are hosted at 4:00 PM. Mayor Garza also suggested changing meetings to later times for residents to attend. Mr. Govind stated that topic was discussed in the previous EDC board meeting and most members agreed to keep meetings at 4:00 PM.

Mr. Govind inquired whether the public comment section can be reordered in the agenda to allow for public comments to be closer to 5:00 PM. Mr. Ochoa stated the public comments section on the agenda can be moved however, the law requires public comments to be allowed before taking action on any item.

Councilmember Diaz asked board members if there are any conflicts with meeting after 5:00 PM. Raul Resendez, Aaron Rivera, Veronica Gonzales, and Roland Gomez stated

they have no conflict with that time. Hiren Govind and Sabrina Walker Hernandez stated they prefer meeting at 4:00 PM or 4:30 PM. Councilmember Diaz stated he prefers meeting at 5:30 PM.

7. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 8:22 PM.

MOTION TO ADJOURN MEETING WAS MADE BY COUNCILMEMBER DAVID WHITE AND SECONDED BY COUNCILMEMBER DAN DIAZ AT 8:22 PM. MOTION CARRIED UNANIMOUSLY.

MOTION TO ADJOURN MEETING WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ AT 8:22 PM. MOTION CARRIED UNANIMOUSLY.

Leticia Pantoja Digitally signed by Leticia Pantoja
Date: 2022.06.24 16:27:02 -05'00'

Minutes Transcribed by: Leticia Pantoja

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Consider authorizing Finance Director, Dagoberto Soto and Director of Economic Development, Blanca Davila to proceed with obtaining an Edinburg Economic Development Corporation American Express Corporate Credit Card.

1. **Agenda Item:**
   Consider authorizing Finance Director, Dagoberto Soto and Director of Economic Development, Blanca Davila to proceed with obtaining an Edinburg Economic Development Corporation American Express Corporate Credit Card.
2. **Description/Scope:**
   Edinburg EDC President Hiren Govind requested Economic Development staff obtain a corporate credit card.

   Upon board approval, staff will provide articles of incorporation, audit reports, bank statements, and any additional documentation requested to proceed with the corporate credit card application for the Edinburg EDC.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   The city's procurement division and Economic Development staff recommend approval to obtain an American Express corporate credit card.

7. **Justification:**
   An Edinburg EDC corporate credit card is needed for EDC and board expenses for EDC related activities such as travel, training, meetings, and conferences.

_____
Blanca Davila

Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action on sponsorship for Team Mario's 2nd Annual Fiesta Loteria Fundraiser.

1. **Agenda Item:**
   Discussion and possible action on sponsorship for Team Mario's 2nd Annual Fiesta Loteria Fundraiser.
2. **Description/Scope:**
   Team Mario's Sponsorship Committee member Melinda Moreno is requesting the Edinburg EDC participate as a sponsor for the 2nd Annual Fiesta Loteria Fundraiser at Radisson Hotel McAllen Airport in McAllen, Texas. The sponsorship request is for $2,500.

   Team Mario is a non-profit organization dedicated to serving children and families affected with Autism Spectrum Disorder (ASD) in South Texas. The organization's mission is to educate, support and advocate for children and families affected by ASD. Team Mario includes a coalition of families, friends and professionals dedicated to raising awareness in the community to promote safety, acceptance, and independence for those affected by ASD.

   Team Mario provides direct services to adolescents and young adults with ASD. All event fund proceeds will be used to support the organization's programs including autism awareness, education/advocacy, project play: social skill events, technology resources for children, and the SOAR program. The SOAR program helps prepare participants make the transition from adolescence to adulthood and includes assessment of skills and progress tracking. SOAR's instructional staff includes behavior therapists, speech language pathologist, occupational therapist, and special education teachers.
3. **Estimated Timeline:**
   Team Mario's 2nd Annual Fiesta Loteria fundraiser will be hosted July 23, 2022.

4. **Budget:**
   To date, the EDC has spent $65,900 of the $100,000 budgeted for Sponsorships & Donations this fiscal year, leaving $34,100 to cover additional sponsorships.

   Staff is aware of the following recurring commitment for the remainder of the fiscal year: PAWS Center ($10,000, contracted).
5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**

7. Justification:

Team Mario submitted information and economic impact about the fundraiser event for the board's consideration.

_____

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: Team Mario's 2nd Annual Loteria Fundraiser Request Letter
Attachment B: Team Mario's Sponsorship Request Form

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

TEAM MARIO
An Autism Awareness Organization

PO Box 2985
Edinburg, Texas 78540

956-648-7350
fax 888-308-0992

info@teammario.org
www.teammario.org

Tax ID# 46-5661439

June 7, 2022

Ms. Blanca Davila
Edinburg Economic Development Corp.
415 West University Drive
Edinburg, Texas 78539

Dear Ms. Davila:

TEAM MARIO is excited to announce it 2nd Annual Loteria Fundraiser to be held on July 23, 2022, at the Radisson Hotel McAllen Airport. We respectfully request your support for this very important event which will help us support our programs for youth and young adults with autism in our community.

Team Mario is a 501(c)3 non-profit organization dedicated to serving children and families affected with Autism Spectrum Disorder (ASD) in South Texas. Autism is the fastest growing developmental disability in the United States, affecting as many as 1 in 44 children. It is our mission to help as many children as possible; we rely on the commitment from the community and partners to support our efforts.

We are asking for your support for this event to benefit our programs. One hundred percent of the proceeds from this event will be used to directly serve our youth and young adults with autism in our community. Enclosed please find a sponsorship packet and information regarding our organization and the services we provide.

Thank you for your consideration and support. Please don't hesitate to contact us if you have any questions or need additional information.

Sincerely,

Melinda Moreno
Sponsorship Committee



2nd annual

TEAM MARIO LOTERIA FUNDRAISER

Fiesta Sponsor: $2,500

Sponsor table (2), includes 20 tickets, sponsor poster at event, sponsor recognition at event, and event tshirts.

Compadres Sponsor: $1,000

Sponsor table for 10, sponsor poster at event, sponsor recognition at event

Amigo Sponsor: $500

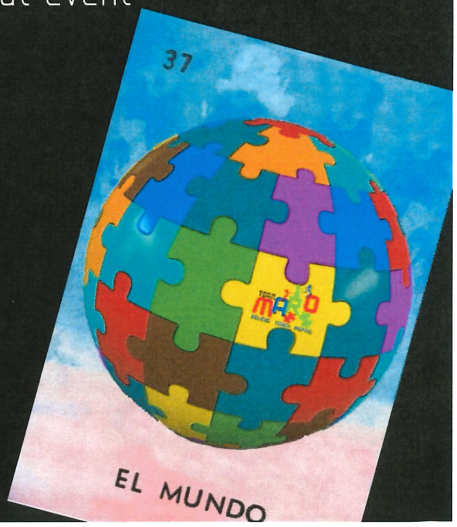
5 tickets, sponosr poster at event, sponsor recognition at event

Games start at 6:30 pm

Only 1 person per ticket...Great prizes valued over $50

4 cards per ticket, 50/50 raffle, door prizes

100% of proceeds will help support TEAM MARIO's programs.



TEAM MARIO
PO BOX 2985
EDINBURG, TX 78540

info@teammario.org. 956-648-7350

TEAM MARIO
LOTERIA FUNDRAISER

Event Date: July 23, 2022 Radisson Hotel McAllen Airport

SPONSOR FORM

- ☐ **FIESTA SPONSOR**
  $2,000
- ☐ **COMPADRES SPONSOR**
  $1,000
- ☐ **AMIGO SPONSOR**
  $500
- ☐ **OTHER**_____

CONTACT INFORMATION

NAME: _____

BUSINESS NAME/ORGANIZATION: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Please make checks payable to:

TEAM MARIO
PO BOX 2985
EDINBURG, TEXAS 78540

Email sponsor form to info@teammario.org to secure your table.
TEAM MARIO is a 501(c)3 non-profit organization and all contributions are tax deductible.



TEAM MARIO SOAR!

April 2022

TEAM MARIO'S **mission** is to educate, support and advocate for children and families affected by the Autism Spectrum Disorder (ASD). We are a coalition of families, friends and professionals dedicated to inspire hope, academic success and a higher quality of life by raising awareness in the community to promote safety, acceptance, and independence for those affected by ASD.

In addition to Autism Awareness events, trainings and events for children affected with autism, TEAM MARIO provides direct services to adolescents and young adults with ASD. Our SOAR! Program is currently being expanded to offer pre-vocational opportunities to help meet the needs of individuals in our community aging out of the school system.

SOAR!
TEAMMARIO.ORG

SOAR!

SOAR! Program helps prepare participants make the transition from adolescence to adulthood. The program incorporates the principles of Applied Behavior Analysis (ABA).

Program includes assessment of skills, progress tracking. SOAR's instructional staff includes behavior therapists, speech language pathologist, occupational therapist and special education teachers. The program facility includes a gym, classroom, technology classroom and a simulated copy mart. Coming soon to our facility is the TEAM MARIO Mini Mart which will provide pre-vocational training in a supportive learning environment.



TEAM MARIO Mini Mart

TEAM MARIO
PO BOX 2985
Edinburg, TX 78540

www.teammario.org



TEAM MARIO

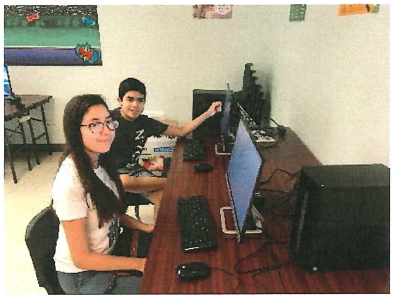
Our **vision** is guided by the principle that individuals living with ASD are able to reach their full potential.

AUTISM IN ADULTHOOD Over the next decade, an estimated 707,000 to 1,116,000 teens will enter adulthood and age out of school-based autism services.

Research demonstrates that job activities that encourage independence reduce autism symptoms and increase daily living skills. Autism Speaks

TEAM MARIO's SOAR! Program is designed to help adolescents and young adults with Autism Spectrum Disorder achieve their highest potential and helps participants become independent.

- behavior support
- employability skills
- transition planning
- recreation
- music
- community inclusion
- technology skills
- health and safety



According to Autism Speaks, nearly half of all 25-year-olds with autism have never held a paying job.

TEAM MARIO COPY MART

TEAM MARIO's new program will offer pre-vocational training on-site with opportunities to gain hands-on experience.

- **TEAM MARIO Mini Mart** Cashier skills, stocking skills, money concepts, social skills, consumer interactions in a simulated retail setting
- **TEAM MARIO Copy Mart** Design, print, copy, scan, consumer interactions, social skills in a simulated setting
- **Clerical Skills** basic office skills training in an office setting, office communication skills and work etiquette
- **Technology Skills** internet safety, data entry, typing, and basic office software

It's alarming to know that many young adults with autism do not receive any healthcare for years after they stop seeing a pediatrician. Autism Speaks

TEAM MARIO's Fitness and Wellness Program
Structured program to help participants establish healthy lifestyles.

- fitness program
- nutrition
- participate in community health resources

Like Skills Training
Participants learn, practice, and generalize life skills such as self-care, hygiene, personal safety, money management and social skills.



BelieveTEACHInspire
TEAMMARIO.ORG

Website: www.teammario.org
Contact: 956-648-7350
Email: info@teammario.org

TEAM MARIO PROGRAMS

SOAR!
TEAMMARIO.ORG

- ## Autism Awareness

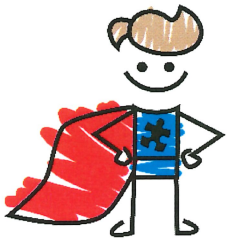


Team Mario provides autism awareness in the community through events, awareness campaigns in local schools and in the community. TEAM MARIO's "Piece Out" awareness campaign in school districts provides lesson plans to schools regarding autism and how to be a friend to children with disabilities.

- ## Education/Advocacy

TEAM MARIO provides trainings, workshops and conferences for parents and professionals working with children with special needs on topics including Special Education Law, Disability Rights, Behavioral Health, Autism Resources, Communication Disorders, Applied Behavior Analysis, Safety training, Challenging Behaviors, Health and Nutrition, and Social Skills training. Our new program, Be Kind to Your Mind focuses on mental health.

- ## PROJECT PLAY: Social Skills Events



PROJECT PLAY
TEAMMARIO.ORG

We host monthly social skill events free of charge for children with autism and their families. We host events at various venues and provide support for participants utilizing the principles of ABA therapy. Social skills program includes opportunities for inclusion in community recreational activities, summer camps, fitness events and sensory friendly movies.

- ## Technology Resources for children

"Voice for Kids" Campaign assists families with non-verbal children with access to technology to help children communicate.

- ## SOAR!

SOAR! Program prepares participants make the transition from adolescence to adulthood. SOAR! is a community-based program for individuals affected with ASD providing opportunities for participants to help them reach their full potential and improving their quality of life. The program provides pre-vocational skills in a supportive learning environment. Program includes weekly fitness and social skills sessions, monthly community events, summer camp, autism awareness and outreach in the community.

BELIEVE TEACH INSPIRE
TEAMMARIO.ORG

TEAM MARIO

BELIEVE * TEACH * INSPIRE

AUTISM

Autism spectrum disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. There is often nothing about how people with ASD look that sets them apart from other people, but people with ASD may communicate, interact, behave, and learn in ways that are different from most other people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged. Some people with ASD need a lot of help in their daily lives; others need less. -CDC

Did you know...

- Autism now affects **1 in 44 children** (CDC)
- This is more children than are affected by diabetes, AIDS, cancer, cerebral palsy, cystic fibrosis, muscular dystrophy and Down syndrome combined *(Child and Adolescent Health Measurement Initiative, 2012)*
- Autism is the fastest-growing serious developmental disability in the U.S.
- Autism costs a family $60,000 a year on average
- Boys are nearly five times more likely than girls to have autism
- 40% of children with autism are non-verbal
- There is no medical detection or cure for autism

Autism in the Rio Grande Valley

In 1995 only 21 cases of Autism were reported in schools in the RGV.

Today, that number is *almost 6,000* according to TEA's report.



Join the cause....support TEAM MARIO

VOLUNTEER

Volunteer opportunities:

Camp, Community events, fundraising

SPONSOR

Ask about Sponsorship opportunities

PUZZLE PIECE PROGRAM

Raise awareness and funds by participating in the Piece Out Program.

www.teammario.org

April 2022

EDINBURG
Economic Development Corporation

Sponsorship Request Form

All sponsorship requests are presented to the Edinburg Economic Corporation Board of Directors for consideration and are subject to approval.

Organization Name: TEAM MARIO **Date:** June 15, 2022

Organization Contact Name: Melinda Moreno

Phone Number: 956-648-7350 **Email:** info@teammario.org

Organization Address: PO BOX 2985, Edinburg, TX 78540

Event Name: Fiesta Loteria Fundraiser

Sponsorship Amount Requested: $2500

Has the Edinburg EDC participated/sponsored the organization in the past? ☑ Yes ☐ No

If yes, please specify the most recent year, dollar amount sponsored, and/or additional donation items or services provided by the Edinburg EDC (250 characters or less).

Edinburg EDC has helped TEAM MARIO in the past with venue at Edinburg Conference Center at Renaissance for our annual Autism Conference which is held for educators, professionals, therapists and parents.

1. **Select the type of request:**

   ☐ Economic Development related
   ☑ Non-Economic Development related
   ☐ Scholarships for Edinburg students

For any questions, please email the Economic Development Department at economicdevelopment@cityofedinburg.com.

2. **Demonstrate the economic impact of the organization's event by including a summary and data of the event (250 characters or less). (Examples: number of attendees, attendees predominantly outside of the region, tourism, etc.)**

We expect 250 attendees at event. Attendees will be from the Rio Grande Valley. The event proceeds will help support TEAM MARIO's five summer camps, back to school event, and will provide funding for our weekly program, SOAR for individuals with autism.

3. **What other agencies is the organization applying to for sponsorships? (250 characters or less). Please list.**

Team Mario is also applying to other local businesses, hospitals, therapy clinics, and health related businesses.

4. **What is the fundraiser goal amount? How much has the organization raised? (250 characters or less).**

The fundraising goal for the event is $25,000. So far, we have raised $7,500 towards our goal.

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action on Edinburg Economic Development Corporation's $50,000 budget match contribution for Medical Resource Group Health's (MRG Health) Workforce Solutions High Demand Job Training grant.

1. **Agenda Item:**
   Discussion and possible action on Edinburg Economic Development Corporation's $50,000 budget match contribution for Medical Resource Group Health's (MRG Health) Workforce Solutions High Demand Job Training grant.
2. **Description/Scope:**

The Lower Rio Grande Valley Workforce Development Board d.b.a. Workforce Solutions (WFS) and South Texas College (STC) have identified the following high demand occupations to meet the needs of local employers:

- Healthcare Health Information Technologist SOC 29-2098
- Virtual Care Management Associate SOC 41-3091

Workforce Solutions and the Edinburg Economic Development Corporations (EEDC) are committed to serving new and incumbent workers and it is anticipated through this grant funding opportunity a total of 40 people will benefit from the training program to meet the Healthcare and Information Technology industry employer needs. The training cost per participant is $1,250.

The total proposed project cost is $100,000 ($50,000 WFS Matching Contribution and $50,000 EDC Matching Contribution).

The training program consists of 30 hours of lecture and 50 hours of practicum training as Health Informatics and Virtual Care Management Associates. Upon Completion of the training participants will be able to obtain employment with Medical Resource Group (MRG) earning entry level wages of at least $15 per hour.

The goal of the program is to support high demand job training in local Workforce Board areas by leveraging Workforce Innovation and Opportunity Act (WIOA) funds in combination with local economic development sales taxes.

WIOA can fund up to $150,000. In this case, WFS Lower Rio Grande Valley is recommending funding $50,000 and the EDC match this amount dollar per dollar.

Funds may also be used for job training activities and relevant direct costs such as:

- individual participant recruitment
- skills assessment
- job search skills improvement, job search, job referral,
- equipment,
- minor renovation of facilities used for program-related job training

3. **Estimated Timeline:**
   Spring 2023.

4. **Budget:**

Workforce Training line item is included in the FY 2022 budget.

There is $190,521.78 budget available.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval.

7. **Justification:**
   MRG Health is a multifaceted healthcare clinical call center services & Virtual Care Management Technology company. MRG Health is a startup company relocating from McAllen, TX to Edinburg, TX.

   MRG Health and STC are working through a Memorandum of Understanding (MOU). This memorandum of understanding is intended to provide a background of MRG Health – Smart Care 360 and to outline how the organizations intend to partner within the STC's school of Allied Health on the development of Health Informatics & IT programs that align with existing curriculums and designed to create a significant number of career opportunities that serve staffing issues within healthcare organizations such as private practice sub-specialties, federally qualified healthcare clinics, and hospital systems.

   The High Demand Job Training program funds will assist in the job training of 40 individuals to attain an industry recognized certification of completion, which will in turn, result in job creation.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: MRG Health - Smart Care 360 : HDJT Health Informatics & IT Budget
Attachment B: MRG Health - HDJT Board Budget
Attachment C: MRG Health - Edinburg EDC HDJT Budget

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

MRG Health - Smart Care 360 : HDJT Health Informatics & IT Budget

HIIT Needs:	**Volume / Cost:**	
South Texas College Designated Instructor	1	
# of New Trainees	40	
Instruction Time	30 Hours	
Practicum Training	50 Hours	
Line Items:		
		Cost Per Participant
Instructor	$ 50,000.00	$ 1,250.00
Practicum Training Support Staff		
Practicum Training Instructor Staff		
Training Software	$ 2,500.00	$ 62.50
Training Cirriculum Configuration & Implementation	$ 5,000.00	$ 125.00
South Texas College Training Facility Cost	$ 5,000.00	$ 125.00
New Staff Training Time Costs	$ 37,500.00	$ 937.50
Total Cost:	$ 100,000.00	$ 2,500.00

** Job Pay $15-$20 per hour based on experience with room for advancement through career development program*

TEXAS WORKFORCE COMMISSION
HIGH DEMAND JOB TRAINING PROGRAM

8. BOARD BUDGET:

8.1 Provide estimated budget amounts and a brief justification for each.

8.2 Add rows under the Contractual Costs and Other categories as necessary.

8.3 No single request may exceed $150,000.

8.4 Administration is not an allowable cost under this program.

8.5 Round all figures to the nearest dollar.

APPLICANT BOARD:		**Budget includes training for 40 individuals**
PROGRAM COSTS Budget Categories and Items	**Estimated Board Grant Budget**	**Description/Justification**
Personnel	$50,000.00	Practicum Support Staff/Practicum Instructor Training Staff (30 Hours Instruction Time/50Hours Practicum Time) Cohort of 40 @$1,200 per participant
Fringe Benefits		
In-StateTravel		
Supplies		
Equipment		
Contractual Costs		
Other		
Job Training Costs (Describe)		
Other Participant Services such as participant recruitment; skills assessment; job search skills improvement; job search; job referral (Describe if applicable)		
*Participant Supportive Services (Describe if applicable)		
Minor Facilities Renovations Related to Job Training		
TOTAL REQUEST	**$50,000.00**	

*****Participant Supportive Services are Workforce Innovation and Opportunity Act (WIOA)-allowable supportive services for eligible participants, based on the Board's determination that the costs are reasonable and necessary for the individual's participation in the training.

TEXAS WORKFORCE COMMISSION
HIGH DEMAND JOB TRAINING PROGRAM

8. EDC BUDGET:

8.1 Provide estimated budget amounts and a brief justification for each.

8.2 Add rows under the Contractual Costs and Other categories as necessary.

8.3 Administration is not an allowable cost under this program.

8.4 Round all figures to the nearest dollar.

ECONOMIC DEVELOPMENT CORPORATION(S) BUDGET:		**Budget includes training for 40 individuals**

PROGRAM COSTS Budget Categories and Items	Estimated Board Grant Budget	Description/Justification
Personnel		
Fringe Benefits		
In-StateTravel		
Supplies		
Equipment	$2,500.00	Training Software
Contractual Costs		
Curriculum Development	$5,000.00	Training Curriculum Configuration and Implementation
Other		
Job Training Costs (Describe)	$37,500.00	New Staff On the Job Training Cost (40 @ 80 hours $937 Per Participant) $11.71 an hour
Other Participant Services such as participant recruitment; skills assessment; job search skills improvement; job search; job referral (Describe if applicable)		
Participant Supportive Services (Describe if applicable)		
Minor Facilities Renovations Related to Job Training	$5,000.00	South Texas College Facility Rental Cost
TOTAL REQUEST	**$50,000.00**	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action on TP UT RGV, LLC
incentive reimbursement.

1. **Agenda Item:**
   Discussion and possible action on TP UT RGV, LLC incentive reimbursement.
2. **Description/Scope:**
   On January 21, 2019, the EEDC agreed to contribute up to $150,000.00 in financial incentives, paid for through sales tax revenue, to TP UT RGV, LLC, for site improvements and employment of 50 full-time employees in each of two locations:

   Location 1: Taco Palenque: 1414 W. University Dr., Edinburg Texas 78539

   Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg Texas 78539

   The agreement stipulated three annual payments of $25,000 for each location after certain conditions were met.

   Location 1

   - The first installment of $25,000.00 was paid on October 25, 2019, upon issuance of the Certificate of Occupancy on September 20, 2019.
   - The second installment of $25,000 was paid on March 12, 2021, after TP UT RGV was approved a waiver by the EDC Board and City Council waiving the 50 full-time employee condition due to experienced hardship resulting from COVID-19.
   - The third and final installment for Location 1 was not received. The company did not meet the 50 employee condition of the contract. Reportedly due to the continuous hardship of the COVID-19 pandemic and the declared state of disaster, the company has been unable to recover and operate its third employee shift. The EDC board approved the term waiver on January 25, 2022 however, City Council did not approve on February 1, 2022.

   Location 2

   - The first installment of $25,000.00 was paid on January 17, 2020, upon issuance of the Certificate of Occupancy on December 17, 2019.
   - The second installment of $25,000 was paid on March 12, 2021 upon having met conditions of the contract for this location.

- TP UT RGV, LLC has met conditions of the contract for this location as they have provided documentation of 50 full-time employees. The third and final installment was requested along with the third and final installment waiver of location 1. The company did not receive their third and final installment. The EDC board approved the term waiver on January 25, 2022 however, City Council did not approve on February 1, 2022.

TP UT RGV LLC is requesting reconsideration of the third and final installment as location 1 and location 2 combined have 111 jobs.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   $25,000 for location 1.

   $25,000 for location 2.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   On January 25, 2022, staff recommended approval and the EDC board approved the waiver for the third and final installment. The item was presented to city council on February 1, 2022 and did not approve the item.

   Staff recommends approval and closing of the incentive agreement.

7. **Justification:**
   At the April 26, 2022 board meeting, the Edinburg EDC board agreed to allow TP UT RGV LLC to return to the board for reconsideration if new information was available. The board set a 30 day deadline.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: TP UT RGV LLC Presentation
Attachment B: TP UT RGV LLC Compliance Form

Approved:	
Not Approved:	
Tabled:	
No Action:	

Cierre Estímulo Económico

Junio 2022

Agenda

- Antecedentes
- Plantilla de Personal
- Impuesto sobre Ventas
- Impuesto sobre Nóminas

Antecedentes

- Estímulo Económico ofrecido por la Ciudad de Edinburg a inversionistas.

- 2 Unidades de Negocio: Taco Palenque UTRGV y Palenque Grill Edinburg.

- Actualmente en proceso el estímulo del 2do aniversario de ambas unidades de Negocio.



Septiembre 2019

Arranca Operaciones
Taco palenque
Bandera

Diciembre 2019

Arranca operaciones
Palenque Grill
Edinburg



Marzo 2020

Se declara como
Pandemia Mundial
por COVID 19

Cierre de Comedores

Cierre del tercer turno en Taco Palenque

Restricciones temporales en aforo



Evolución Plantilla de Personal

	Taco Palenque UTRGV	Palenque Grill Edinburg	Total	Observaciones
Sep-19	81		81	Arranque Taco Palenque UTRGV
Oct-19	76		76	
Nov-19	65		65	
Dec-19	53	118	171	Arranque Palenque Grill Edinburg
Jan-20	49	126	175	
Feb-20	46	113	159	
Mar-20	41	102	143	Inicio Pandemia / Cierre Tercer Turno
Apr-20	47	29	76	Cierre Comedor Grill y Aforo Limitado Taco palenque
May-20	41	65	106	Aforo limitado en Restaurante
Jun-20	42	66	108	
Jul-20	36	60	96	
Aug-20	36	47	83	
Sep-20	37	49	86	
Oct-20	41	60	101	
Nov-20	36	58	94	
Dec-20	36	62	98	
Jan-21	33	67	100	
Feb-21	33	67	100	
Mar-21	35	71	106	
Apr-21	37	93	130	
May-21	38	82	120	
Jun-21	37	80	117	
Jul-21	35	81	116	
Aug-21	34	74	108	
Sep-21	31	74	105	
Oct-21	38	76	114	
Nov-21	36	74	110	
Dec-21	38	91	129	
Jan-22	35	71	106	
Feb-22	39	70	109	
Mar-22	44	76	120	
Apr-22	47	86	133	
Promedio	**42**	**75**	**111**	



Evolución Impuestos sobre Nómina

	Taco Palenque UTRGV	Palenque Grill Edinburg	Total
4Q 2019	44,114.43		44,114.43
1Q 2020	33,386.72	83,504.82	116,891.54
2Q 2020	26,370.30	31,585.12	57,955.42
3Q 2020	24,218.25	31,970.04	56,188.29
4Q 2020	27,583.07	53,069.00	80,652.07
1Q 2021	21,877.00	57,477.17	79,354.17
2Q 2021	25,694.00	81,788.59	107,482.59
3Q 2021	23,466.34	71,049.34	94,515.68
4Q 2021	29,335.11	74,669.28	104,004.39
1Q 2022	27,887.52	61,839.34	89,726.86
	283,932.74	**546,952.70**	**830,885.44**





Gracias

INCENTIVE COMPLIANCE FORM

This document is used to assist the City of Edinburg Economic Development determine business incentive compliance with funding and required deliverables as per executed agreement. Business incentives are subject to approval by the City of Edinburg Economic Development Corporation Board of Directors.

Business Information

Business Name: TP UT RGV, LLC

Business Address: 6999 McPhearson Rd, Ste 328

City: Laredo State: Texas Zip Code: 78041

Phone Number: 956-726-3800 Fax Number: N/A

Point of Contact: Javier Peresbarbosa Title: Growth Expansion Manager

Agreement Information

Executed Agreement Date: 01/21/2019

Incentive Amount: **$** 150,000

Agreement Terms:

EEDC agrees to contribute incentives to TP UT RGV LLC in the amount of $150,000 for certain site improvements as part of the development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping for two project locations.

Location 1: Taco Palenque: 1414 W. University Dr., Edinburg, TX 78539
Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg, TX 78539

The payments should be distributed in three installments for each location as follows:

Location 1 Taco Palenque:

First installment of $25,000 upon issuance of certificate of occupancy for first location, Taco Palenque, which must occur within 12 months of the executed agreement date.

Second installment of $25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at first location.

Third installment of $25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at first location.

Location 2 Palenque Grill:

First installment of $25,000 upon issuance of certificate of occupancy for second location, Palenque Grill, which must occur within 15 months of the executed agreement date.

Second installment of $25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at second location.

Third installment of $25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at second location.

Reimbursement by the EEDC to TP UT RGV, LLC for the site improvements shall be made based upon copies of receipts, invoices, other evidence of actual costs incurred, and verification of 50 full-time jobs as may be required by the EEDC.

Agreement Deliverable Compliance and Payments

Deliverable Description	Complete Documentation Submitted Date	Provided Required Documentation	Payment Amount	Check Date	Notes
First installment location 1 Taco Palenque: $25,000 upon issuance of certificate of occupancy for first location, Taco Palenque, which must occur within 12 months of the executed agreement date.	09/20/2019	On 09/20/2019, TP UT RGV, LLC provided the certificate of occupancy for Taco Palenque.	$25,000	10/25/2019	First installment reviewed and processed in 2019.
First installment location 2 Palenque Grill: $25,000 upon issuance of certificate of occupancy, which must occur within 15 months of the execution of agreement.	12/17/2019	On 12/17/2019, TP UT RGV, LLC provided the certificate of occupancy for Palenque Grill.	$25,000	01/17/2020	First installment reviewed and processed in 2020.
Second installment location 1 Taco Palenque: $25,000 on the first anniversary of the issuance of certificate of occupancy (09/20/2020) and the verification of 50 full-time jobs at first location.	12/17/2020	On 12/17/2020, TP UT RGV, LLC completed first anniversary of the issuance of certificate of occupancy (09/20/2020) and provided payroll reports for 37 full-time jobs out of 50 full-time jobs required.	$25,000	03/12/2021	Waiver requested due to COVID-19 Disaster. EDC Board Approved: 02/23/2021 City Council Approved: 03/02/2021 Reviewed by: Nidian Elizondo Approved by: EEDC and City Council
Second installment location 2 Palenque Grill: $25,000 on the first anniversary of the issuance of certificate of occupancy (12/17/2020) and the verification of 50 full-time jobs at said location.	01/07/2021	On 01/07/2021, TP UT RGV, LLC completed first anniversary of the issuance of certificate of occupancy (12/17/2020) and provided payroll reports for 60 full-time jobs.	$25,000	03/12/2021	Reviewed by: Nidian Elizondo Approved by: Blanca Davila, 03/08/2021
Third installment location 1 Taco Palenque: $25,000 on the second anniversary of the issuance of certificate of occupancy (09/20/2021) and the verification of 50 full-time jobs at first location.	10/20/2021	On 10/20/2021, TP UT RGV LLC completed second anniversary of the issuance of certificate of occupancy (09/20/2020) and provided payroll reports for 31 full-time jobs out of 50 full-time jobs required.	$25,000	Not approved	Waiver requested due to COVID-19 Disaster for Taco Palenque location. EDC Board Approved: 01/25/2022 City Council Not Approved: 02/01/2022.
Third installment location 2 Palenque Grill: $25,000 on the second anniversary of the issuance of certificate of occupancy (12/17/2021) and the verification of 50 full-time jobs at second location.	12/24/2021	On 12/24/2021, TP UT RGV LLC completed second anniversary of the issuance of certificate of occupancy (12/17/2020) and provided payroll reports for 89 full-time jobs.	$25,000	Not approved	Waiver was requested for Taco Palenque Location. EDC Board Approved: 01//25/2022 City Council Not Approved: 02/01/2022.

STATE OF TEXAS	§ DEVELOPMENT AGREEMENT BETWEEN
COUNTY OF HIDALGO	§ EDINBURG ECONOMIC DEVELOPMENT
CITY OF EDINBURG	§ CORPORATION AND TP UT RGV, LLC

This Development Agreement is made by and between the Edinburg Economic Development Corporation (hereinafter the "EEDC"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Chapter 501 et seq, as amended (hereinafter "the Act") whose principal place of business is located at 415 W. University Dr., Edinburg, Texas 78541, and TP UT RGV, LLC whose business is located at 6999 McPhearson Rd. Ste 328, Laredo, TX 78041.

RECITALS

WHEREAS, the EEDC seeks to provide economic incentives to TP UT RGV, LLC, a restaurant/food service establishment whose corporate address is 6999 McPhearson Rd. Ste 328, Laredo, TX 78041; and

WHEREAS, TP UT RGV, LLC endeavors to make substantial improvements at its two project locations: the first location, a Taco Palenque restaurant, to be constructed at 1414 W. University Dr., Edinburg, TX, 78539, which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the first location, shall result in an investment amount of approximately THREE MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} ($3,600,000.00), and, the second location, a Palenque Grill restaurant, to be constructed at The Shoppes at RGV, Lot 11, Edinburg, TX 78539 which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the second location, shall result in an investment amount of approximately FOUR MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} ($4,600,000.00) (hereinafter "Sites")

WHEREAS, TP UT RGV, LLC by the efforts described herein is making a significant investment in the City of Edinburg; and,

WHEREAS, TP UT RGV, LLC is also providing significant employment opportunities for residents of the City of Edinburg, Texas; and

WHEREAS, TP UT RGV, LLC is seeking economic incentives from the EEDC in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) for certain site improvements being constructed by TP UT RGV, LLC, as part of the Development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping, as outlined on the construction budget attached hereto as Exhibit "A", (hereinafter collectively the "Site Improvements");

WHEREAS, on November 13, 2018, the board of directors of the EEDC approved the terms of this agreement and found that the Site Improvements are necessary for the development of new or expanded business enterprises in the City of Edinburg and agrees to contribute

economic incentives to TP UT RGV, LLC for said Site Improvements, up to the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this agreement, the EEDC and TP UT RGV, LLC have agreed and do hereby agree to the following:

SECTION I
IMPROVEMENTS, FEES AND TERMS

A. TP UT RGV, LLC agrees to complete the Site Improvements for the first location, a Taco Palenque restaurant, within twelve (12) months from the date of the execution of this agreement and agrees to complete the Site Improvements for the second location, a Palenque Grill restaurant, within fifteen (15) months from the date of the execution of this agreement. All Site Improvements are a portion of the work being completed as part of the two locations. The first location shall include construction of approximately 4400 sq.ft. Taco Palenque restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto. The second location shall include construction of approximately 7000 sq.ft. Palenque Grill restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto.

B. TP UT RGV, LLC agrees and covenants that it will use commercially reasonable efforts to pursue the completion of the Site Improvements as good and valuable consideration for this agreement. TP UT RGV, LLC further covenants and agrees that all construction for the Site Improvements, will be in accordance with applicable federal, state and local laws and regulations, or valid waiver thereof.

C. The EEDC shall reimburse TP UT RGV, LLC for a portion of the costs of the Site Improvements in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00). All costs of Site Improvements in excess of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) shall be borne on TP UT RGV, LLC. Payments shall be made as set forth below.

D. The EEDC shall reimburse TP UT RGV, LLC up to ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) for the cost of Site Improvements. Reimbursement by the EEDC to TP UT RGV, LLC for the Site Improvements shall be made based upon copies of receipts, invoices, and other evidence of actual costs incurred and paid as may be required by the EEDC and upon the timely completion of the Site Improvements. Payments shall be per location, as follows:

    a. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon the issuance of the Certificate of Occupancy for the first location, Taco Palenque restaurant, which must occur within twelve (12) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the first anniversary of the issuance of the Certificate of

Occupancy for the first location and the verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the first location and the verification of fifty (50) full time employees at said location.

b. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon the issuance of the Certificate of Occupancy for the second location, Palenque Grill restaurant, which must occur within fifteen (15) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the first anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location.

E. The maximum amount to be paid under this agreement shall be no more than $50,000.00 in any 12 month period.

F. If TP UT RGV, LLC fails to complete all requirements under this agreement, including the construction of both locations, within fifteen (15) months of the date of the execution of this agreement, TP UT RGV, LLC. agrees, and shall be required, to refund all payments made by EEDC under this agreement within thirty (30) days of any demand made.

G. If TP UT RGV, LLC. permanently ceases to do business or sells either or both restaurants made the subject of this agreement within three (3) years of the last date of any payment made under this agreement, TP UT RGV, LLC shall reimburse EEDC for any and all payments made under this agreement within thirty (30) days of ceasing business or sale of the business or businesses, whichever event causes the reimbursement requirement.

H. The construction of the Site Improvements is to be substantially complete on or before fifteen (15) months after the date of this agreement, provided that TP UT RGV, LLC shall have additional time to complete the construction of the Site Improvements, as may be required in the event of "force majeure", if TP UT RGV, LLC is diligently and faithfully pursuing completion of the Site Improvements. For this purpose "force majeure" shall mean an event beyond the reasonable control of TP UT RGV, LLC including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

I. TP UT RGV, LLC understands that all incentives agreed to by the EEDC, as set forth in this agreement, are subordinate to and subject to any outstanding bond agreements and/or obligations, as well as the availability of any funds for the incentives as described herein.

SECTION II
RIGHT OF ACCESS

A. TP UT RGV, LLC further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the Sites in order to insure that the construction of the Site Improvements are in accordance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. After completion of the Site Improvements the EEDC shall have the continuing right to inspect the Sites to insure that the Sites are thereafter maintained and operated in accordance with this agreement. The EEDC agrees to provide TP UT RGV, LLC with reasonable prior notice of any such access to or inspection of the Sites.

SECTION III
INDEMNITY / THIRD PARTY CLAIMS

A. It is understood and agreed between the parties that TP UT RGV, LLC in performing its obligations hereunder, is acting independently and the EEDC assumes no responsibility or liability in connection therewith to third parties and TP UT RGV, LLC agrees to indemnify and hold harmless the EEDC therefrom.

SECTION IV
TERMINATION/DEFAULT

A. This agreement may be terminated by the EEDC at its sole discretion and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this agreement by giving written notice of termination to TP UT RGV, LLC if the latter shall:

1) Voluntarily file for bankruptcy protection or be adjudicated voluntary or involuntary bankrupt;
2) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
3) Make an assignment for the benefit of creditors;
4) Become insolvent or have a receiver of its assets or property appointed;
5) Allow any money judgment against it to remain unsatisfied for a period of thirty (30) days or longer; or
6) Breach any of the terms or conditions of this agreement.

SECTION V
ALTERNATE DISPUTE RESOLUTION/ NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal, expert fees, and mediator fees incurred in the mediation. If, after proceeding in good faith the parties, with the assistance of a mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute, under the provisions as set forth herein.

SECTION VI
GENERAL TERMS

A. Assignment. The parties shall not assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Successor and Assigns. This agreement shall bind and inure to the benefit of the respective parties and their respective permitted successors and assigns.

C. Entire agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. Invalidity. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this agreement.

F. Notice. All notices, requests, demands, and other communications required or permitted

to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC,	to:	Edinburg EDC 415 W. University Dr. Edinburg, Texas 78541 Attn: Joey Treviño
With a copy	to:	Aaron I. Vela, Attorney at Law VELA Law Firm 200 E. Cano Edinburg, Texas 78539
If to TP UT RGV, LLC	to:	TP UT RGV, LLC ATTN: Juan Francisco Ochoa 6999 McPhearson Rd. Ste 328 Laredo, TX 78041

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. Governing Law and Exclusive Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.

I. Severability. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this agreement.

J. Counterparts. This agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this agreement on this 21st day January, of 2019.

APPROVED:

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: _____
Plinio "Joey" Treviño,
Executive Director

TP UT RGV, LLC

By: _____
Juan Francisco Ochoa, CEO

APPROVED AS TO FORM ONLY:

By: _____
Aaron I. Vela,
Attorney for EEDC

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action regarding South Texas Welding School's request to exercise its option to purchase the property located at 1710 E Industrial Dr. Edinburg, TX 78542 per the terms of the lease agreement.

1. **Agenda Item:**
   Discussion and possible action regarding South Texas Welding Schoolâ€™s request to exercise its option to purchase the property located at 1710 E Industrial Dr. Edinburg, TX 78542 per the terms of the lease agreement.
2. **Description/Scope:**

South Texas Welding School LLC and the Edinburg EDC entered into a development agreement on October 21, 2019. The development agreement stipulated that South Texas Welding School LLC intended to make substantial improvements to the building located at 1710 E. Industrial Dr. Edinburg, TX 78542 to create a welding school no later than 36 months from the development agreement date. The Edinburg EDC Board of Directors approved and agreed to lease, with an option to purchase, the building on the September 24, 2019 meeting.

The development agreement also stipulated the Edinburg EDC would provide economic development incentives to South Texas Welding School LLC in the form of 6 months no rent and lease with option to buy the warehouse building at $350,000.

The lease rate is $2,500 per month and each of the monthly payments made should be a credit toward the purchase price.

Development Agreement Requirements:

- From development agreement date October 21, 2019 through January 31, 2020, South Texas Welding School will have access to the warehouse to make improvements.
- South Texas Welding School will invest $110,000 on site improvements for the warehouse building. $60,000 of improvement must be made prior to February 1, 2020.
- Edinburg EDC will receive no rent for period between February 1, 2020 through July 31, 2020. The full month's rent started on August 1, 2020, which includes a base rent of $2,500 plus special provisions charges of ad valorem taxes, repairs, late charge, fixtures, casualty insurance, and liability insurance.
- South Texas Welding School will invest $110,000 on site improvements for the warehouse building. $50,000 of improvements within 24 months of first day of instruction. The first day of instruction as per tenant was August 2020.
- South Texas Welding School LLC should provide five scholarships at no cost to four students from Edinburg Consolidated Independent School District; and one student resident of the City of Edinburg.

South Texas Welding School LLC is requesting to exercise its right to purchase the building from the Edinburg EDC.

3. **Estimated Timeline:**

The lease agreement start date was February 1, 2020 and will end on January 31, 2023.

As per the lease agreement, the option to purchase the leased premises ends December 31, 2022.

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval.

7. **Justification:**
   Sale of building is contingent on tenant's compliance of lease and development agreements.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: South Texas Welding School Letter
Attachment B: South Texas Welding School Breakdown
Attachment C: South Texas Welding School Compliance Form
Attachment D: South Texas Welding School Development Agreement
Attachment E: South Texas Welding School Lease Agreement

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

June 6, 2022

Edinburg EDC
City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

RE: Option to Purchase Warehouse Building

Greetings EDC Board of Directors,

Please accept this letter to initiate the process for the option to purchase warehouse building located at 1710 SE Industrial Drive Edinburg TX 78542.

Development agreement was executed on October 21, 2019, between Edinburg EDC and South Texas Welding School with the option to buy building at $350,000, with a credit toward the purchase price for all $2,500 rent payments made to Edinburg EDC up until the date of purchase.

We appreciate your consideration on starting the process on the option to purchase this warehouse building.

Sincerely,

Juan Zavedra
Owner
South Texas Welding School LLC
1710 E. Industrial Dr.
Edinburg, Tx 78542
PH: 956-292-0786
Cell: 956-289-6013
Fax: 888-263-8471

South Texas Welding School Breakdown

Month	Repairs	Training	Purchase Payoff $350,000	Base Rent	*Property Taxes	*Insurance	Liability Insurance	Payment Due	Payment Received	Balance Due	Timeline
10/1/2019	$4,974.00		$350,000.00	-	-	-	-	-	-	-	Access to property for improvements
11/1/2019			$350,000.00	-	-	-	-	-	-	-	
12/1/2019			$350,000.00	-	-	-	-	-	-	-	
1/1/2020	$91,500.00		$350,000.00	-	-	-	-	-	-	-	
2/1/2020	$3,445.00		$350,000.00	$0.00	$760.39	$131.50	-	$891.89	$0.00	$891.89	Lease Start - 6 months base rent $0.00
3/1/2020			$350,000.00	$0.00	$760.39	$131.50	-	$891.89	$0.00	$891.89	
4/1/2020	$5,500.00		$350,000.00	$0.00	$760.39	$131.50	-	$891.89	$0.00	$891.89	
5/1/2020	$1,500.00		$350,000.00	$0.00	$760.39	$131.50	-	$891.89	$0.00	$891.89	
6/1/2020			$350,000.00	$0.00	$760.39	$131.50	-	$891.89	$0.00	$891.89	
7/1/2020			$350,000.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	Received 1st payment accredited to Base Rent
8/1/2020			$347,500.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	Base Rent Start as per Lease Agreement. **First Day of Instruction**
9/1/2020			$345,000.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	
10/1/2020			$342,500.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	
11/1/2020			$340,000.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	
12/1/2020			$337,500.00	$2,500.00	$760.39	$131.50	-	$3,391.89	$2,500.00	$891.89	
1/1/2021		ECISD student-Fernando Rodriguez	$335,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
2/1/2021			$332,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
3/1/2021			$330,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
4/1/2021		ECISD student-Francisco Zuniga	$327,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
5/1/2021			$325,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
6/1/2021			$322,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
7/1/2021			$320,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
8/1/2021			$317,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
9/1/2021			$315,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
10/1/2021		Edinburg Resident-Jorge Perez & Jose Codina	$312,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
11/1/2021			$310,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
12/1/2021	$12,544.21	Edinburg Resident-Luis Zamora	$307,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
1/1/2022	$1,702.62		$305,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$2,500.00	$929.62	
2/1/2022			$302,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$3,280.87	$148.75	Paid 2022 Property Taxes
3/1/2022			$300,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$3,280.87	$148.75	Paid 2022 Property Taxes
4/1/2022			$297,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$3,280.87	$148.75	Paid 2022 Property Taxes
5/1/2022		ECISD student-Julio Garcia	$295,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62	$3,280.87	$148.75	Paid 2022 Property Taxes
6/1/2022			$292,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Payment
7/1/2022			$290,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Invoice
8/1/2022			$287,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Invoice
9/1/2022			$285,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Invoice
10/1/2022			$282,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Invoice
11/1/2022			$280,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Pending Invoice
12/1/2022			$277,500.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	Last month to Purchase Building
1/1/2023			$275,000.00	$2,500.00	$780.87	$148.75	-	$3,429.62		$3,429.62	End of contract
Totals	**$121,165.83**		**$272,500.00**	**$77,500.00**	**$27,885.96**	**$5,165.25**	**Tenant is curernt**				
	*		As per Commercial Lease Agreement Special Provisions requirements are applicable on start date of 02/01/2020							**Balance to date:**	**$22,490.79**
			Property Taxes and Insurance **owed** for 2020, 2021, and January 2022 Property Taxes and January - May 2022 of Insurance								
			Starting June 2022 Invoices will include Base Rent, Property Taxes, and Insurance								
			Tenant has provided proof of Liability Insurance for years 2020, 2021, and 2022								

INCENTIVE COMPLIANCE FORM

This document is used to assist the City of Edinburg Economic Development determine business incentive compliance with funding and required deliverables as per executed contract. Business incentives are subject to approval by the City of Edinburg Economic Development Corporation Board of Directors.

Business Information

Business Name: South Texas Welding School

Business Address: 1710 E. Industrial Dr.

City: Edinburg State: TX Zip Code: 78542

Phone Number: 956-289-6013 Fax Number: N/A

Point of Contact: Juan Zavedra Jr. Title: Owner

Agreement Information

Development Agreement Date: 10/21/2019

Incentive Amount: N/A

Lease Agreement Information

Lease Start Date: 02/01/2020
Option To Buy Ends: 12/31/2022
Lease End Date: 01/31/2023

Agreement Terms:

South Texas Welding School intends to make substantial improvements to the building located at 1710 E. Industrial Dr. Edinburg, TX 78542 to create a welding school. This project will create an entity whose focus is to educate and teach the art and skill of welding. South Texas Welding School agrees to satisfy all requirements of agreement no later than 36 months from the development agreement date. The EEDC will provide economic development incentives to South Texas Welding School in the form of 6 months no rent and lease with option to buy the warehouse building at $350,000.

Requirements:

South Texas Welding School plans to occupy, lease and have the option to purchase warehouse building owned by Edinburg EDC. The lease rate is $2,500 per month with the purchase price of $350,000. Each of the monthly payments made should be a credit toward the purchase price.

South Texas Welding School will invest $110,000 in site improvement for the warehouse building. $60,000 in improvement should be completed by 02/01/2020, and remaining $50,000 should be completed within 24 months after the first day of instruction (March 2020).

South Texas Welding School should provide five scholarships at no cost to four students from Edinburg Consolidated Independent School District; and one student resident of the City of Edinburg.

EEED agrees to give access to warehouse to South Texas Welding School starting the development agreement date to 01/31/2020 to perform construction improvements.
South Texas Welding School should pay zero dollars in rent between the period of 02/01/2020-07/31/2020.

Between the period of 08/01/2020- 01/31/2023 the rent of $2,500 should be paid to EEDC. These rent payments will be credited towards the purchase of the warehouse building.

South Texas Welding School should submit evidence of completion of improvements and construction by providing copies of receipts, invoices an such other evidence as is reasonably requested by EEDC.

Agreement Deliverable Compliance and Payments

Deliverable Description	Documentation Submitted Date	Provided Required Documentation	Payment Amount	Check Date	Notes
From development agreement date 10/21/2019 through 01/31/2020 South Texas Welding School will have access to the warehouse to make improvements.	N/A	N/A	N/A	N/A	Lease agreement to begin on 02/01/2020.
South Texas Welding School will invest $110,000 on site improvements for the warehouse building. $60,000 of improvement must be made prior to February 1, 2020	01/30/2020	South Texas Welding School submitted invoices totaling $66,500 for remodel, reflooring and electrical wiring repair.	N/A	N/A	South Texas Welding School met the deliverable for site improvement in timely manner.
EEDC will receive no rent for period between 02/01/2020-07/31/2020. Full month's rent starts on 08/01/2020 which includes base rent of $2,500 plus special provisions charges of ad valorem taxes, repairs, late charge, fixtures, casualty insurance & liability insurance.	Base rent is current. Special provisions are pending.	Staff has record of base rent checks. Special provisions ad valorem taxes and casualty insurance are pending.	Base rent is current. Special provisions are pending.	N/A	Tenant is responsible for ad valorem taxes and casualty insurance to be paid to EEDC monthly an amount calculated to be 1/12 of the annual charge for each. Liability insurance and building maintenance will be tenant's responsibility. *Refer to breakdown.
South Texas Welding School will invest $110,000 on site improvements for the warehouse building. $50,000 of improvement within 24 months of first day of instruction. (08/2022)	02/02/2022	South Texas Welding School submitted remaining invoices totaling to $121,165 in improvements.	N/A	N/A	South Texas Welding School met the deliverable for site improvement in timely manner. First day of instruction 08/2020.
South Texas Welding School will provide five scholarships at no cost to 4 ECISD students, and one City of Edinburg resident by 24 months from first day of instruction. (08/2022).	pending	Three residents and three ECISD students.	N/A	N/A	South Texas School provided details for scholarship recipients: 3 ECISD students and 3 Edinburg residents. First day of instruction 08/2020. *Refer to breakdown.

NOTE: Please ensure to include attachments as supporting documentation. Attachments may include but are not limited to pictures of project progress, employee information, employee payroll reports, certificate of occupancy, or any information relevant to the project as specified in the executed contract.

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	EDINBURG ECONOMIC DEVELOPMENT
CITY OF EDINBURG	§	CORPORATION AND SOUTH TEXAS WELDING
	§	SCHOOL, LLC.

This agreement is made by and between the Edinburg Economic Development Corporation (hereinafter the "EEDC"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Chapter 501 et seq, as amended (hereinafter "the Act") whose principal place of business is located at 415 W. University Dr., Edinburg, Hidalgo County, Texas 78541, and South Texas Welding School, LLC (hereinafter "SOUTH TEXAS WELDING SCHOOL, LLC") whose business is located at 2601 N. Monmack Rd., Edinburg, Texas, 78541

RECITALS

WHEREAS, the EEDC seeks to provide economic incentives to SOUTH TEXAS WELDING SCHOOL, LLC, an entity whose focus is to educate and teach the art and skill of welding, whose address is 2601 N. Monmack Rd., Edinburg, Texas, 78541; and

WHEREAS, SOUTH TEXAS WELDING SCHOOL, LLC has plans occupy, lease, and have an option to purchase a warehouse building owned by the EEDC for SOUTH TEXAS WELDING SCHOOL. The lease rate shall be $2500 per month for 30 months, with a purchase price of $350,000.00, with a credit toward the purchase price for all lease payments made. South Texas Welding School, LLC further plans to invest an estimated amount up to $110,000.00 in the warehouse located at 1710 E. Industrial Park, Renaissance Industrial Park, Edinburg, Texas; and

WHEREAS, SOUTH TEXAS WELDING SCHOOL, LLC by the efforts described herein will be making a significant investment in the City of Edinburg and is also providing significant employment and educational opportunities for residents of the City of Edinburg, Texas; and

WHEREAS, SOUTH TEXAS WELDING SCHOOL, LLC is seeking incentives from the EEDC for the lease with option to purchase a warehouse building for the SOUTH TEXAS WELDING SCHOOL office and educational facilities, through a lease at a monthly rate of $2500 per month for 30 months, with improvements to be made at the expense of SOUTH TEXAS WELDING SCHOOL, LLC in the estimated amount up to $110,000.00 and an option to purchase in the amount of $350,000 (hereinafter collectively the "site improvements");

WHEREAS, on September 24, 2019, the board of directors of the EEDC approved and agreed to lease, with an option to purchase, a warehouse located at 1710 E. Industrial Park, Renaissance Industrial Park, Edinburg, Texas to SOUTH TEXAS WELDING SCHOOL, LLC for an office, warehouse, and educational facilities, at a rate $2500 per month for 30 months, and a purchase price of $350,000.00, with a credit toward the purchase price for all lease payments made, along with an estimated investment up to $110,000.00 in improvements to be made at said location, at the expense of SOUTH TEXAS WELDING SCHOOL, LLC; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, the EEDC and SOUTH TEXAS WELDING SCHOOL, LLC have agreed and do hereby agree to the following:

SECTION I
IMPROVEMENTS, FEES AND TERMS

A. SOUTH TEXAS WELDING SCHOOL, LLC agrees to lease, with an option to purchase, a warehouse located at 1710 E. Industrial Park, Renaissance Industrial Park, Edinburg, Texas to SOUTH TEXAS WELDING SCHOOL, LLC for an office, warehouse, and educational facilities, at a rate $2500 per month for 30 months, and a purchase price of $350,000.00, with a credit toward the purchase price for all lease payments made, along with an estimated investment up to $110,000 in improvements to be made at said location, at the expense of SOUTH TEXAS WELDING SCHOOL, LLC.

B. SOUTH TEXAS WELDING SCHOOL, LLC agrees to complete approximately $60,000.00 in improvements and construction on or before February 1, 2020. SOUTH TEXAS WELDING SCHOOL, LLC shall submit to the EEDC evidence of completion of said improvements and construction provide copies of receipts, invoices and such other evidence of as is reasonably required by the EEDC. The remaining improvements in the estimated amount of approximately $50,000.00 shall be done within 24 months after the first day of instruction.

C. SOUTH TEXAS WELDING SCHOOL, LLC agrees and covenants that they will use commercially reasonable efforts to construct improvements and maintain site improvements as good and valuable consideration for this agreement.

D. The EEDC shall lease to SOUTH TEXAS WELDING SCHOOL, LLC. the warehouse located at 1710 E. Industrial Park, Renaissance Industrial Park, Edinburg, Texas as follows:

   a. From the date of the execution of this agreement through January 31, 2020, SOUTH TEXAS WELDING SCHOOL, LLC shall have access to the warehouse to make improvements necessary for it to conduct its welding instruction;
   b. For the period February 1, 2020 through July 31, 2020, SOUTH TEXAS WELDING SCHOOL, LLC shall pay zero dollars in rent; however, in lieu of rent, SOUTH TEXAS WELDING SCHOOL, LLC shall make improvements as stated herein and shall provide five scholarships at no cost to the following:
      i. Four students from the Edinburg Consolidated Independent School District; and
      ii. One student from the City of Edinburg.
   c. For the period August 1, 2020 through January 31, 2023, SOUTH TEXAS WELDING SCHOOL, LLC shall be required to pay EEDC the sum of TWO THOUSAND FIVE HUNDRED AND 00/100TH DOLLARS ($2,500.00) per month as rent on the warehouse;
   d. At any time before January 31, 2023, SOUTH TEXAS WELDING SCHOOL,

LLC shall have the right to purchase the building for a purchase price of THREE HUNDRED FIFTY AND 00/100TH DOLLARS;

e. All rents paid shall be applied toward the purchase price of THREE HUNDRED FIFTY AND 00/100TH DOLLARS, in the event that SOUTH TEXAS WELDING SCHOOL, LLC exercises its right to purchase;
f. No credit for the improvements made shall be deducted from the purchase price of THREE HUNDRED FIFTY AND 00/100TH DOLLARS;
g. SOUTH TEXAS WELDING SCHOOL, LLC shall have the option to make payments toward the purchase of the building at any time during the lease period, for which such payments shall be applied directly toward the purchase price, in addition to any lease payments made during the lease term.
h. SOUTH TEXAS WELDING SCHOOL, LLC shall keep the building insured for its appraised value, and shall pay all utilities and taxes due on the leased premises.
i. EEDC and SOUTH TEXAS WELDING SCHOOL, LLC shall enter into a formal written lease agreement with option to purchase, which shall contain all of the terms in conditions of the lease agreement.

E. SOUTH TEXAS WELDING SCHOOL, LLC understands that all incentives agreed to by the EEDC, as set forth in this agreement, are subordinate to and subject to any outstanding bond agreements and/or obligations, as well as the availability of any funds for the incentives as described herein.

SECTION II
THIRD PARTY CLAIMS

A. It is understood and agreed between the parties that SOUTH TEXAS WELDING SCHOOL, LLC in performing its obligations hereunder, is acting independently and the EEDC assumes no responsibility or liability in connection therewith to third parties and SOUTH TEXAS WELDING SCHOOL, LLC agrees to indemnify and hold harmless the EEDC therefrom.

SECTION III
TERMINATION/DEFAULT

A. This Agreement may be terminated by the EEDC at its sole discretion and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this Agreement by giving written notice of termination to SOUTH TEXAS WELDING SCHOOL, LLC if the latter shall:

1) Voluntarily file for bankruptcy protection or adjudicated voluntary or involuntary bankrupt;
2) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
3) Make an assignment for the benefit of creditors;
4) Become insolvent or have a receiver of its assets or property appointed;
5) Allow any money judgment against it to remain unsatisfied for a period of thirty

(30) days or longer; or

6) Breach any of the terms or conditions of this Agreement.

B. In the event that SOUTH TEXAS WELDING SCHOOL, LLC defaults in the performance of this Agreement, then the EEDC shall give SOUTH TEXAS WELDING SCHOOL, LLC written notice of such default and if SOUTH TEXAS WELDING SCHOOL, LLC has not cured such default within sixty (60) days of such written notice, then following expiration of the applicable cure period, this Agreement may be terminated by the EEDC.

SECTION V
ALTERNATE DISPUTE RESOLUTION/ NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy and venue shall be in Hidalgo County.

SECTION VI
GENERAL TERMS

A. Assignment. The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Successor and Assigns. This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations,

inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. Invalidity. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. Notice. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC,	to:	Edinburg Economic Development Corporation 415 W. University Dr. Edinburg, Texas 78541 Attn: Executive Director
With a copy	to:	Vela Law Firm 200 E. Cano Edinburg, Texas 78539
If to South Texas Welding School, LLC	to	SOUTH TEXAS WELDING SCHOOL, LLC ATTN: Juan Roberto Zavedra Jr 2601 N. Monmack Rd Edinburg, TX 78541

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. Governing Law and Exclusive Venue. This Agreement shall be governed by and

construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this Agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.

I. Severability. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. Counterparts. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this 21 day OCTOBER, of 2019.

APPROVED:

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: _____
Ruben R. Ramirez,
Interim Executive Director

SOUTH TEXAS WELDING SCHOOL, LLC

By: _____
Juan Roberto Zavedra, Jr

APPROVED AS TO FORM:

By: Aaron Vela
Aaron I. Vela,
Attorney for EEDC

LAW OFFICE OF MICHAEL J. DALEY, PLLC

TEXAS ASSOCIATION OF REALTORS®

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 1710 E. INDUSTRIAL PARK, EDINBURG, TX, between EDINBURG ECONOMIC DEVELOPMENT CORP. (Landlord) and SOUTH TEXAS WELDING SCHOOL, LLC (Tenant) that commences on 2-1-20.

A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantors guarantee Tenant's performance under the above-referenced lease.

B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) curé the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.

C. All Guarantors are jointly and severally liable for all provisions of this guaranty.

D. Guarantors guarantee Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Filing for bankruptcy by Tenant will not diminish Guarantors obligations under this guaranty.

E. Guarantors waive any rights to notices of acceptance, modification, amendment, extension, or breach of the lease.

F. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty.

G. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.

H. Guarantors authorize Landlord to obtain a copy of any consumer or credit report of Guarantors from any consumer reporting agency and to verify relevant information related to Guarantors' creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.

Guarantor's Signature Date	Guarantor's Signature Date
JUAN ROBERTO SAVEDRA, JR.	N/A
Guarantor's Name Printed	Guarantor's Name Printed
	N/A
Guarantor's Address	Guarantor's Address
	N/A
Phone SS # or Tax ID #	Phone N/A SS # or Tax ID #

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SPECIAL PROVISIONS

THESE SPECIAL PROVISIONS SHALL SUPERCEDE THE TERMS OF THE LEASE AGREEMENT.

LANDLORD: EEDC

TENANT: SOUTH TEXAS WELDING SCHOOL, LLC

LEASED PREMISES EXISTING AT 1710 E. INDUSTRIAL PARK, RENAISSANCE INDUSTRIAL PARK, EDINBURG, TEXAS

1. TAXES: AS ADDITIONAL RENT, TENANT WILL BE SOLELY RESPONSIBLE FOR ALL AD VALOREM TAXES ASSESSED AGAINST THE LEASED PREMISES AND THE INVENTORY AND EQUIPMENT. TENANT SHALL PAY LANDLORD MONTHLY AN AMOUNT CALCULATED TO BE 1/12TH THE ANNUAL ASSESSMENTS BASED ON THE PRIOR YEARS TAX STATEMENT. LANDLORD WILL PAY THE TAX ASSESSMENT FROM THESE FUNDS. AN ADJUSTING PAYMENT WILL BE MADE IN JANUARY OF EACH YEAR OF THE LEASE FOR OVER OR UNDER PAYMENT OF THE TAXES.

2. REPAIRS: TENANT WILL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE, REPAIRS AND IF NECESSARY, REPLACEMENTS.

3. A LATE CHARGE OF 5% WILL BE ASSESSED AGAINST ANY RENT OR OTHER PAYMENT NOT ACTUALLY RECEIVED WITHIN 5 DAYS OF THE DUE DATE.

4. FIXTURES: TENANT SHALL BE ENTITLED TO INSTALL FIXTURES AT ITS DISCRETION AND IN ACCORDANCE WITH APPLICABLE CODES. AT THE END OF THE LEASE, IF REQUESTED BY LANDLORD, TENANT SHALL REMOVE THE FIXTURES WITHOUT CAUSING DAMAGE TO THE LEASED PREMISES. ANY FIXTURES NOT REMOVED SHALL BECOME THE PROPERTY OF THE LANDLORD. PROVIDED TENANT IS NOT IN DEFAULT, TENANT MAY REMOVE TRADE FIXTURES INSTALLED BY TENANT AND SHALL BE OBLIGATED TO REPAIR ANY DAMAGE CAUSED BY REMOVAL.

5. INSURANCE: LANDLORD SHALL OBTAIN AND PROVIDE FIRE AND CASUALTY INSURANCE IN AN AMOUNT REASONABLY REQUIRED BY LANDLORD TO COVER FULL REPLACEMENT OF THE LEASED PREMISES AND THE FURNITURE FIXTURES AND EQUIPMENT. TENANT, AS ADDITIONAL RENT, SHALL PAY LANDLORD MONTHLY AN AMOUNT CALCULATED TO BE 1/12TH THE ANNUAL INSURANCE PREMIUM BASED ON THE PRIOR YEARS PREMIUM. AN ADJUSTING PAYMENT WILL BE MADE IN JANUARY OF EACH YEAR OF THE LEASE FOR OVER OR UNDER PAYMENT OF THE PREMIUM.

5. LIABILITY INSURANCE: TENANT SHALL MAINTAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS LEASE, PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE WITH COMPANIES APPROVED BY LANDLORD IN THE AMOUNT OF $1,000,000.00 WITH RESPECT TO ANY ONE PERSON, $3,000,000.00 WITH RESPECT TO ANY ONE ACCIDENT, AND $500,000.00 WITH RESPECT TO PROPERTY DAMAGE. CERTIFICATES FOR SUCH INSURANCE SHALL BE ISSUED AND DELIVERED TO LANDLORD CERTIFYING THAT LANDLORD HAS BEEN NAMED AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICY AND THE POLICY SHALL BE WRITTEN SO THAT IT MAY NOT BE CHANGED OR CANCELED WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BEING FIRST GIVEN TO LANDLORD.

6. DEVELOPMENT AGREEMENT: A DEVELOPMENT AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

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7. AS IS WHERE IS WITH ALL FAULTS: TENANT IS TAKING THE LEASED PREMISES AS IS WHERE IS WITH ALL FAULTS AND SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REPAIRS AND REPLACEMENTS. IN THE EVENT THAT TENANT PURCHASES THE LEASE PREMISES, THE DEED TO THE TENANT WILL INCLUDE AN AS IS WHERE IS WITH ALL FAULTS CLAUSE.

8. OPTION TO PURCHASE:

Landlord grants to Tenant until DECEMBER 31, 2022, an option to purchase the leased premises on the following terms:

1. Tenant may exercise this option only by sending notice to Landlord at Landlord's regular post office address by registered mail, postage prepaid or depositing in escrow at the office of THE LAW OFFICE OF MICHAEL J. DALEY a copy of this lease together with all other documents or instruments required by this option to be delivered in escrow by Tenant and giving written notice to Landlord of Tenant's intention to exercise their option.

2. The full purchase price for the premises is $350,000.00, payable as follows:

   a. IN CASH At closing of the purchase, (NO OWNER FINANCING).
   b. Tenant shall be entitled to a credit against the purchase price for each TIMELY RENT PAYMENT; and

   c. Tenant will pay all closing costs associated with the purchase including but not limited to the owner's title policy. THERE WILL BE NO TAX PRORATIONS.

3. On close of escrow opened by Tenant on exercise of this option, Landlord will convey to Tenant good and indefeasible title to the premises, as represented by a title-insurance policy in the full amount of the purchase price issued by a reputable Title Company, subject only to standard exceptions and easements.

LANDLORD:
EDINBURG ECONOMIC DEVELOPMENT CORPORATION

BY: _____
RUBEN R. RAMIREZ, EXECUTIVE DIRECTOR

TENANT:
SOUTH TEXAS WELDING SCHOOL, LLC

BY: _____
JUAN ROBERTO ZAVEDRA, JR., MANAGING MEMBER/MANAGER

GUARANTOR:

_____
JUAN ROBERTO ZAVEDRA, JR.

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LAW OFFICE OF MICHAEL J. DALEY, PLLC

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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit N/A
- ☐ Exhibit N/A
- ☐ Commercial Lease Addendum for Broker's Fee
- ☐ Commercial Lease Expense Reimbursement Addendum
- ☐ Commercial Lease Addendum for Extension Option
- ☐ Commercial Lease Addendum for Percentage Rent
- ☐ Commercial Lease Parking Addendum
- ☐ Commercial Landlord's Rules and Regulations
- ☒ Commercial Lease Guaranty
- ☐ Commercial Lease Right of First Refusal Addendum
- ☐ Commercial Lease Addendum for Optional Space
- ☐ Commercial Leasehold Construction Addendum
- ☒ SPECIAL PROVISIONS
- ☐ N/A

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1. PARTIES: The parties to this lease are:

Tenant: SOUTH TEXAS WELDING SCHOOL, LLC ; and

Landlord: EDINBURG ECONOMIC DEVELOPMENT CORP. ; and

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

☐ (1) Multiple-Tenant Property: Suite or Unit Number N/A containing approximately N/A square feet of rentable area in N/A *(building name)* at N/A *(address)* in N/A *(city)*, N/A *(county)*, Texas, which is legally described on attached Exhibit N/A or as follows: N/A N/A N/A.

☒ (2) Single-Tenant Property: The real property at: 1710 E. INDUSTRIAL PARK, RENAISSANCE INDUSTRIAL PARK, *(address)* in EDINBURG *(city)*, HIDALGO *(county)*, Texas, which is legally described on attached Exhibit N/A or as follows: ALL OF LOT 6, EEDC NO. 1, ACCORDING TO MAP RECORDED IN VOL. 32, PAGE 142, MAP RECORDS HIDALGO COUNTY, TEXAS.

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 36 months and N/A days, commencing on:

FEBRUARY 1, 2020 (Commencement Date) and ending on

JANUARY 31, 2023 (Expiration Date).

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B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit N/A or as follows:

from	2-1-20	to	7-31-20	:	$ZERO ;
from	8-1-20	to	1-31-23	:	$2,500.00 ;
from	N/A	to	N/A	:	$N/A ;
from	N/A	to	N/A	:	$N/A ;
from	N/A	to	N/A	:	$N/A .

B. First Full Month's Rent: The first full base monthly rent is due on or before 8-1-20 BUT SEE SPECIAL PROVISIONS FOR OTHER REQUIREMENTS.

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

- ☐ (1) Commercial Expense Reimbursement Addendum
- ☐ (2) Commercial Percentage Rent Addendum
- ☐ (3) Commercial Parking Addendum
- ☐ (4) N/A

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: EEDC
Address: 415 W. UNIVERSITY DR
EDINBURG, TX 78541

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F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $50.00 ~~(not to exceed $25)~~ for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $N/A to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. After Tenant surrenders the leased premises to Landlord and provides Landlord written notice of Tenant's forwarding address, Landlord will, not later than the time required by §93.005, Texas Property Code, refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease. The parties agree that Landlord acts in good faith if Landlord accounts for the security deposit within the time stated.

~~**6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.~~

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Trash	☐	☐	☒
(7) Cable	☐	☐	☒
(8) N/A	☐	☐	☐
(9) All other utilities	☐	☐	☒

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B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. After-Hours HVAC Charges: "HVAC services" means the utility expenses to heat and cool the leased premises. *(Check one box only.)*

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $N/A per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) public liability insurance in an amount not less than $1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and
(2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of the insurance certificates evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the change, provide Landlord a copy of an insurance certificate evidencing the change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will, ~~at Landlord's expense,~~ maintain in full force and effect insurance for fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property ~~and public liability insurance~~ in an amount that Landlord determines reasonable and appropriate.

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E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8D will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: VOCATIONAL SCHOOL.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: N/A
N/A
N/A.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) N/A
N/A
N/A
N/A
N/A.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

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11. SIGNS:

A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the Property type.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as provided by Paragraph 15B, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises. The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

		N/A	Landlord	Tenant
(1)	Foundation, exterior walls, roof, and other structural components	☐	☐	☒
(2)	Glass and windows	☐	☐	☒
(3)	Fire protection equipment and fire sprinkler systems	☐	☐	☒
(4)	Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(5)	Grounds maintenance, including landscaping and ground sprinklers	☐	☐	☒
(6)	Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(7)	Parking areas and walks	☐	☐	☒
(8)	Plumbing systems, drainage systems, electrical systems, ballast and lamp replacement, and mechanical systems, except those specifically designated otherwise	☐	☐	☒
(9)	Heating Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(10)	Signs and lighting:			
	(a) Pylon	☒	☐	☐
	(b) Facia	☐	☐	☒
	(c) Monument	☐	☐	☒
	(d) Door/Suite	☐	☐	☒
(11)	Extermination and pest control, excluding wood-destroying insects	☐	☐	☒
(12)	Storage yards and storage buildings	☐	☐	☒
(13)	Wood-destroying insect treatment and repairs	☐	☐	☒
(14)	Cranes and related systems	☐	☐	☒
(15)	VENTILATION SYSTEMS	☐	☐	☒
(16)	FUEL STORAGE FACILITIES	☐	☐	☒
(17)	All other items and systems.	☐	☐	☒

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(9), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

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18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
   (1) any lost rent;
   (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
   (3) repairs to the leased premises for use beyond normal wear and tear;
   (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
   (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
   (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
   (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
   (9) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
   (10) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILTIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

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22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

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27. ESTOPPEL CERTIFICATES: Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies:

A. any breach of the lease;
B. the then current rent payment and rent schedule;
C. the date the next rent payment is due;
D. any advance rent payments;
E. the amount of the security deposit;
F. any claims for any offsets;
G. the then current term of the lease;
H. any renewal options;
I. Tenant's possession and acceptance of the leased premises and improvements;
J. any ownership interest by Tenant; and
K. any other information reasonably requested in the certificate.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

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31. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A
N/A
N/A
N/A.

32. BROKERS:

A. The brokers to this lease are:

N/A	N/A		
Cooperating Broker	License No.	Principal Broker	License No.
N/A			
Address		Address	
N/A	N/A		
Phone	Fax	Phone	Fax
N/A			
E-mail		E-mail	

Cooperating Broker represents Tenant.

Principal Broker: *(Check only one box)*
- ☐ represents Landlord only.
- ☐ represents Tenant only.
- ☐ is an intermediary between Landlord and Tenant.

B. Fees:

☐ (1) Principal Broker's fee will be paid according to: *(Check only one box).*

☐ (a) a separate written commission agreement between Principal Broker and: ☐ Landlord ☐ Tenant.

☐ (b) the attached Addendum for Broker's Fee.

☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box).*

☐ (a) a separate written commission agreement between Cooperating Broker and: ☐ Principal Broker ☐ Landlord ☐ Tenant.

☐ (b) the attached Addendum for Broker's Fee.

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

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34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,
and a copy to: N/A
Address: N/A
Phone: N/A Fax: N/A

Landlord at:
Address: 415 W. UNIVERSITY DR, EDINBURG, TX 78541
Phone: _____ Fax _____
and a copy to:
Address: AARON VELA - 200 E. CANO, EDINBURG, TX 78539
Phone: 956-381-4440 Fax: 956-381-4445

35. SPECIAL PROVISIONS:
SEE ATTACHED SPECIAL PROVISIONS

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

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E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Maieure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

SOUTH TEXAS WELDING SCHOOL, LLC
Tenant
By _____ Date
Printed Name SOUTH TEXAS WELDING SCHOOL, LLC
Title N/A

Tenant
By _____ Date
Printed Name Juan P. Zavedra Jr
Title N/A

EDINBURG ECONOMIC DEVELOPMENT CORP.
Landlord
By _____ 10-30-19 Date
Printed Name EDINBURG ECONOMIC DEVELOPMENT CORP.
Title N/A

Landlord
By Interim EXEC. DIRECTOR Date
Printed Name 1710 E. INDUSTRIAL PARK, EDINBURG, TX,
Title N/A

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Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Consider approval of Amendment No. 6 to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation to extend the agreement for two additional years for the joint development of the Edinburg Transit Terminal.

1. **Agenda Item:**
   Consider approval of amendment No. 6 to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation to extend the agreement for two additional years for the joint development of the Edinburg Transit Terminal.
2. **Description/Scope:**
   On March 3, 2014, the Lower Rio Grande Valley Development Council (LRGVDC) and the Edinburg EDC (EEDC) entered into an interlocal agreement for the construction of a multimodal transit facility.
   The interlocal agreement stipulates:

   - LRGVDC agrees to timely apply with the Federal Transit Administration (FTA) for the $2,700,000 in federal funding needed for the construction of the multimodal transit facility.

   - The EEDC has obtained a fair market value appraisal of the real property used as a match and a review appraisal according to guidelines in the Code of Federal Regulations, Title 49, part 24, which appraisal shall be in the amount of $675,000.

   - After LRGVDC receives concurrence from FTA of the appraisal and review appraisal of the real property, then the EEDC shall convey the real property to LRGVDC with a Special Warranty Deed.

   - LRGVDC agrees to be in charge of the planning, design and construction of the multimodal transit facility and the office space which it will lease to the EEDC.

   - LRGVDC agrees to lease to the EEDC the office space at the multimodal transit facility at fair market value to be agreed upon by the parties for a period of forty (40) years. The area shall be the second floor of the facility.

   On December 2, 2014, a new interlocal agreement between the LRGVDC, EEDC, and City of Edinburg was entered into for the joint development of the Edinburg Transit Terminal.

The agreement stipulated the City of Edinburg would procure all services needed to complete the project through the design and construction phases and would provide project management of the contractors secured through the procurement process.

Since then, there has been five amendments to the interlocal agreement.

- On June 28, 2016, amendment one was executed. The LRGVDC requested additional professional services and construction funds through FTA in the amount of $1,652,955. The EEDC provided a local cash match in the amount of $413,239.

- On May 16, 2017, amendment two was executed to extend the expiration date to June 30, 2018.

- On October 2, 2018, amendment three was executed to extend the expiration date to June 30, 2019.

- On February 4, 2020, amendment four was executed to extend the expiration date to June 30, 2020.

- On March 31, 2021, amendment five was executed to extend the expiration date to June 30, 2022 and include additional funds awarded through FTA in the amount of $800,000 with a $200,000 local match (EEDC).

For Amendment 6, the parties would like to amend the Interlocal Agreement to extend the term two (2) additional years from June 30, 2022 to June 30, 2024.

3. **Estimated Timeline:**
   Amendment 6 expiration date is June 30, 2024.

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval.

7. **Justification:**
   The extension of agreement is needed for project close-out.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: Edinburg EDC and LRGVDC Interlocal Agreement
Attachment B: Edinburg EDC, City of Edinburg, and LRGVDC Interlocal Agreement
Attachment C: Amendment 1
Attachment D: Amendment 2
Attachment E: Amendment 3
Attachment F: Amendment 4
Attachment G: Amendment 5
Attachment H: Amendment 6

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN THE**
COUNTY OF HIDALGO	**§**	**EDINBURG ECONOMIC DEVELOPMENT**
CITY OF EDINBURG	**§**	**CORPORATION AND THE LOWER RIO GRANDE**
	§	**VALLEY DEVELOPMENT COUNCIL-LRGVDC**

This Agreement is made by and between the Edinburg Economic Development Corporation, a non-profit Development Corporation (hereinafter the "EEDC") created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended, whose principal place of business is located at 101 S. 10th Ave., Edinburg, Hidalgo County, Texas, and the Lower Rio Grande Valley Development Council (hereinafter "LRGVDC") whose principal place of business is located at 301 W. Railroad St, Weslaco, Hidalgo County, Texas 78596.

RECITALS

WHEREAS, the EEDC owns that real property more particularly described on Exhibit "A" attached hereto (hereinafter the "real property"); and

WHEREAS, the EEDC and LRGVDC agree that the appraised value of the real property is SIX HUNDRED SEVENTY-FIVE THOUSAND AND 00/100THS DOLLARS ($675,000.00); and

WHEREAS, LRGVDC desires to construct a multimodal transit facility on the real property; and

WHEREAS, the multimodal transit facility will be a multistory building comprised of a transit station, office space, and retail space; and

WHEREAS, the cost for the design and construction of the multimodal transit facility is approximately TWO MILLION SEVEN HUNDRED THOUSAND 00/100THS DOLLARS ($2,700,000.00); and

WHEREAS, LRGVDC desires to apply for approximately TWO MILLION SEVEN HUNDRED THOUSAND AND 00/100THS DOLLARS ($2,700,000.00) in federal funding from the Federal Transit Administration (hereinafter the "FTA") for the construction of a multimodal transit facility; and

WHEREAS, the multimodal transit facility will provide transit service to the City of Edinburg and serve as a transit hub for service throughout the rest of Hidalgo County and the Rio Grande Valley; and

WHEREAS, LRGVDC will be in charge of the planning, design and construction of the transit facility; and

WHEREAS, LRGVDC will be in charge of administering and maintaining the transit facility and its activities pursuant to this Agreement; and

WHEREAS, the EEDC desires to lease office space from LRGVDC at the multimodal transit facility; and

WHEREAS, LRGVDC has agreed to lease to the EEDC office space at the multimodal transit facility at fair market value to be agreed upon by the parties, which space EEDC may sublease; and

WHEREAS, the EEDC shall convey the real property to LRGVDC with a Special Warranty Deed; and

WHEREAS, LRGVDC agrees, contingent upon FTA approval, to construct the multimodal transit facility on the real property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, the EEDC and LRGVDC have agreed and do hereby agree to the following:

SECTION I
TERMS

A. LRGVDC agrees to timely apply with the FTA for the TWO MILLION SEVEN HUNDRED THOUSAND AND 00/100THS DOLLARS ($2,700,000.00) in federal funding needed for the construction of the multimodal transit facility.

B. The EEDC has obtained a fair market value appraisal of the real property and a review appraisal according to guidelines in the Code of Federal Regulations, Title 49, part 24, which appraisal shall be in the amount of SIX HUNDRED SEVENTY-FIVE THOUSAND AND 00/100THS DOLLARS ($675,000.00).

C. After LRGVDC receives concurrence from FTA of the appraisal and review appraisal of the real property, then the EEDC shall convey the real property to LRGVDC with a Special Warranty Deed.

D. LRGVDC agrees to be in charge of the planning, design and construction of the multimodal transit facility and the office space which it will lease to the EEDC.

E. LRGVDC agrees to lease to the EEDC the office space at the multimodal transit facility at fair market value to be agreed upon by the parties for a period of forty (40) years. The area shall be the second floor of the facility.

SECTION II
ALTERNATE DISPUTE RESOLUTION/ NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event not later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith, the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy.

SECTION III
GENERAL TERMS

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. **Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way bye affected, impaired, or invalidated.

E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC, to:	Edinburg Economic Development Corporation 101 S. 10th Ave., Edinburg, Texas 78541
With a copy to:	Contreras Gutierrez and Associates 10113 N. 10th St., Suite L McAllen, Texas 78504
If to LRGVDC, to:	Tom Logan Valley Metro Director 510 S. Pleasantview Dr. Weslaco, Texas 78596
With a copy to:	Kenneth N. Jones, Jr. Executive Director 301 W. Railroad Weslaco, Texas 78501

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. **Waiver**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this Agreement shall lie exclusively in a state court of competent jurisdiction in Hidalgo County, Texas.

I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this 31st day March, of 2014.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By:_____
Agustin G. Garcia
Executive Director

ATTEST:

By:_____
Fred Palacios
Board Secretary-Treasurer

APPROVED AS TO FORM:

Cynthia Contreras Gutierrez
EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL VALLEY METRO

By: _____
Kenneth N. Jones, Jr.
Executive Director

ATTEST

By: _____
Crystal Balboa
Finance Director

Attachments: Exhibit "A"

THE STATE OF TEXAS §
§
THE COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This agreement is entered into this 2nd day of December, 2014 by and between the **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**". All three agencies will be collectively referred to as the "**PARTIES**" created und the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended (hereinafter the "**Act**").

RECITALS

WHEREAS, the LRGVDC is the designated recipient for Federal Transit Administration (FTA) funds in the McAllen and Harlingen Urbanized Areas; and

WHEREAS, the LRGVDC currently provides public transportation to the City of Edinburg through Valley Metro; and

WHEREAS, the PARTIES desire to cooperate in the joint development and construction of a transit terminal and parking facility in Edinburg, Texas as described in FTA Grant #TX-90-Y057; and

WHEREAS, this project will improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, improve safety, generate economic activity, enhance the value of local property, and is the second project of the Downtown Revitalization Streetscape; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, LRGVDC, EDINBURG, and EEDC hereto agree as follows.

ARTICLE 1. AGREEMENT

1. EDINBURG will procure all services needed to complete the project through the design and construction phases, the value of which shall not exceed the amount of funding available in the grant. LRGVDC must review procurement documents prior to publication.

2. EDINBURG will provide project management of the contractors secured through the procurement process, including but not limited to: ensuring adherence to budget and milestones, compliance with all FTA and other regulations, coordination of payments, adherence to best practices and industry standards, and reporting. EDINBURG will ensure that its employees or contractor employees do not in any way represent themselves as having any employer/employee relationship with the LRGVDC.

3. EDINBURG agrees to hold the LGRVDC harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

4. LRGVDC agrees to hold EDINBURG harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

5. EDINBURG agrees to follow all Federal Transit Administration and Texas Department of Transportation policies and guidelines, including adhering to the Davis-Bacon Act. EDINBURG will not undertake any activity that may cause LRGVDC to violate any provision of FTA's certifications and assurances.

6. EDINBURG will submit monthly requests for payment with supporting documentation by the 30th day of the month. Each request will be on letterhead signed by an individual with the authority to request payment, and will contain:

1. A summary table of the total amount requested for payment and a line item description of each activity for which payment is being requested.
2. A narrative and data table describing progress made on the project.
3. Documentation of any expense made. (All expenses must be incurred only after the effective date of this agreement.)

7. EDINBURG will maintain records of all documents and materials related to this project indefinitely. EDINBURG agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this agreement.

8. EDINBURG and LRGVDC will insure that the contractor will be responsible for maintaining, preserving, and protecting all construction funded through this agreement and will maintain insurance coverage for any and all claims of liability.

9. EDINBURG will indicate, both on-site and in any publicity associated with it, that the project was made possible through a partnership between EDINBURG, EEDC, LRGVDC – Valley Metro, and the FTA.

10. EDINBURG must ensure payment for all expenses it incurs prior to requesting reimbursement from the LRGVDC. LRGVDC will request funding reimbursements from FTA for eligible activities under this project only when supporting documentation is provided by EDINBURG showing that the activity has been completed and payment

was made. Reimbursement requests will occur on a monthly basis. EDINBURG will receive payments for its services only after reimbursements are received from FTA. EDINBURG acknowledges that project funds will be paid by FTA to LRGVDC upon successful requests for reimbursement. LRGVDC is in no way responsible for any non-payment of funds.

11. LRGVDC will perform all grant administration activities for this project. It will submit project reports, financial reports, milestones, and other required information to FTA.

12. The LRGVDC and the EEDC agree that the EEDC shall be able to provide for any maintenance cost overruns or any costs that are not reimbursed by the FTA for the Project from the leased payments to be received by both the LRGVDC and the EEDC from the office space they will both lease to third parties at the transit terminal and parking facility.

13. LRGVDC will withhold payments if satisfactory progress in meeting project milestones is not shown. Milestones are described in the FTA grant.

14. The PARTIES will provide formal input and select all architectural, engineering, and construction services procured as part of the project. A selection committee shall be formed for this purpose.

15. The PARTIES will provide input, through a formal and documented process, on all elements of the project, including aesthetics and functional design. The PARTIES must jointly agree, through signatures on plans, layouts, elevations and similar documents, in all decisions made in this regard. The PARTIES will each have one vote in this process.

16. THE PARTIES will, upon project commencement, form a committee of at least two staff members from each organization, and consultant engineer and contractor, that will meet periodically to provide project updates, request information, provide technical assistance, and engage in project oversight.

17. LRGVDC will operate the facility, maintain, all operational cost, and insure satisfactory continuing control as required by FTA guidelines.

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA funds payable to EDINBURG will be **$2,700,000.**

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2016 or the opening date as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

ARTICLE 4. TERMINATION

1. The PARTIES may terminate this agreement by giving notice in writing at least ninety (90) days prior to the effective date of termination to the other PARTIES. The notice will specify the effective date of termination, the reason for the termination, and other termination instructions.

2. In the event of termination for convenience, none of the PARTIES shall be subject to additional liability except as otherwise provided in this agreement.

3. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment will be disposed of according to FTA rules and regulations. EDINBURG will be wholly responsible for any reimbursements due to FTA.

ARTICLE 5. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to EDINBURG: City of Edinburg
ATTN: Ramiro Garza
City Manager
415 W. University Dr.
Edinburg, TX 78541
Phone: (956) 388-8207
Email: rgarza@cityofedinburg.com

If to LRGVDC: LRGVDC
ATTN: Ken Jones
Executive Director
301 W. Railroad St..
Weslaco, TX 78596
Phone: (956) 682-3481
Email: knjones@lrgvdc.org

If to EEDC Edinburg Economic Development Corporation
ATTN: Agustin "Gus" Garcia
Executive Director
101 N. 10th Avenue
Edinburg, TX 78541
Phone: (956) 383-7124
Email: gus@edinburgedc.com

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

THEREFORE, witness our signatures binding EDINBURG, LRGVDC, and EEDC this 2nd day of December, 2014.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr.
City Manager

EDINBURG EDC

BY: _____
Agustin Garcia
Executive Director

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones,
Executive Director

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

City Attorney

APPROVED AS TO FORM:

Cynthia Contreras Gutierrez, EEDC Attorney

ATTEST

By: _____
Mayor Chris Boswell, LRGVDC Board President

THE STATE OF TEXAS	§	AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL
COUNTY OF HIDALGO	§	
SERVICE CONTRACT	§	

AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This first Amendment to Agreement is entered into by and between **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014 the LRGVDC, EDIBNURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement") and is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the LRGVDC, EEDC, and the City determined that additional facilities are needed to complete the function of the Project as a multi-use facility and instructed the consulting Architect to make such provisions. As such, the LRGVDC requested additional professional service and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955 (bringing total funds awarded through FTA in the amount of $4,352,955) with a required local cash match in the amount of $413,239; and

WHEREAS all parties desire to amend the Interlocal Agreement to reflect the additional funding amount by the FTA through the LRGVDC, restate the land match by the EEDC, and provide for the additional local cash match to be paid by the EEDC.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in their entirety as follows:

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA Funds Payable to EDINBURG will be **$4,766,194** with the local match provided by EEDC in the amounts of **$675,000** (Land Match) and **$413,239** (Cash Match) as stated in "Exhibit "B".

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2017 as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement not specifically in conflict with this Amendment Number 1, shall remain the same.

This first Amendment to Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 28th day of June, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

_____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:
VELA LAW FIRM

Aaron Vela, CPA, JD, EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones, Executive Director

ATTEST:

BY: _____
Mayor, Tony Martinez, LRGVDC Board President

ATTACHMENTS: Exhibit A: Original Interlocal Agreement
Exhibit B: Additional Funds Approval Letter from LRGVDC
Exhibit C: Federal Transit Administration Certifications and Assurances
Exhibit D: City of Edinburg Title VI

EXHIBIT "A" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

EXHIBIT "B" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "B"

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Sietta E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 6, 2016

Richard M. Hinojosa
City Manager
City of Edinburg
416 W. University
Edinburg, Texas 78540

Re: Edinburg Transit Terminal Project

Dear Mr. Hinojosa,

On behalf of the Lower Rio Grande Valley Development Council (LRGVDC) – Valley Metro, we are glad to inform you that the additional funding for the Edinburg Transit Terminal Project has been approved by the Federal Transit Administration (FTA) in the amount of $1,652,955 and a required local match of $413,239. Listed below is the total project break down amount:

Initial Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011 & FY 2012	$2,700,000	$675,000 (Land Match)	$2,700,000

Additional Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2015	$1,652,955	$413,239 (cash)	$2,066,194

Total Project Amount

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011, 2012, 2015	$4,352,955	$413,239 (cash)	$4,766,194

As per our agreement, the Edinburg Economic Development Corporation will need to pay the local match in order to request reimbursements for this project.

We want to thank the City, Edinburg EDC, and your staff for your partnership and taking the role of program manager for this project and we look forward in working with you on this project.

Should there be any questions, please do not hesitate to contacting Tom Logan at (956)969-5761 or myself at your convenience.

Sincerely,

Ron Garza
LRGVDC Deputy Executive Director

Cc: *Ponicano N. Longoria, City of Edinburg Director of Public Works*
Tom Reyna, City of Edinburg Assistant Director of Public Works
Agustin Garcia, EEDC Executive Director
Tom Logan, Valley Metro Director
Victor Morales, Procurement Director
Crystal Balboa, Finance Director

EXHIBIT "C" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "C"

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than $100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

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

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

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

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

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

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

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

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

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

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:
1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
   a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
      (1) It implements its Award,
      (2) It undertakes property acquisitions, and
      (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
   b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
   c. It will promptly take the necessary actions to carry out this assurance, including the following:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
   d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      (1) While the property is used for the purpose that the federal assistance is extended, or
      (2) While the property is used for another purpose involving the provision of similar services or benefits.
   e. The United States has a right to seek judicial enforcement of any matter arising under:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, or
      (3) This assurance.
   f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, and
      (3) Federal transit law, 49 U.S.C. § 5332.
   g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
   h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
      (1) Subrecipient,
      (2) Transferee,
      (3) Third Party Contractor or Subcontractor at any tier,
      (4) Successor in Interest,
      (5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

j. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement.

j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal assistance is provided for its Award,
   (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
   (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
   (4) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
   a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
      (1) Construct any facility,
      (2) Obtain any rolling stock or other equipment,
      (3) Undertake studies,
      (4) Conduct research, or
      (5) Participate in any benefit or obtain any benefit from any FTA administered program.
   b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
      (1) Excluded from participation,
      (2) Denied benefits, or
      (3) Otherwise subjected to discrimination.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified.
   b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
      (2) Violation of any federal or state antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
   c. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
   d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
   e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
   f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      (1) Equals or exceeds $25,000,
      (2) Is for audit services, or
      (3) Requires the consent of a federal official.

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
      (a) Debarred from participation in any federally assisted Award,
      (b) Suspended from participation in any federally assisted Award,
      (c) Proposed for debarment from participation in any federally assisted Award,
      (d) Declared ineligible to participate in any federally assisted Award,
      (e) Voluntarily excluded from participation in any federally assisted Award, or
      (f) Disqualified from participation in any federally assisted Award.

5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
      (1) The legal authority to apply for federal assistance,
      (2) The institutional capability,
      (3) The managerial capability, and
      (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
   b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
      (1) FTA,
      (2) The Comptroller General of the United States, and
      (3) The State, through an appropriate authorized representative.
   c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
   d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
      (1) A personal or organizational conflict of interest or personal gain, or

(2) An appearance of a personal or organizational conflict of interest or personal gain.

2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
   a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
   b. For FTA assisted construction Awards:
      (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
      (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
      (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
      (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
      (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
         (a) Disposing of the underlying real property or other interest in the site and facilities,
         (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
         (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
   c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
   a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
      (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
      (2) The prohibitions against discrimination on the basis of sex, as provided in:
         (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
         (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.
      (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
      (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*

(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*

(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*

(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.

(10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:

(1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.

(2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:

(a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and

(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.

(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.

(b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:

1 Displaced families or individuals, and

2 Displaced corporations, associations, or partnerships.

(c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
1 Displaced families and individuals, and
2 Displaced corporations, associations, or partnerships.

(d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.

(e) It will:
1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

(f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.

(h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
(1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
(2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
(1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
(1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
(4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
(7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f").
(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
(11) Complying with and facilitating compliance with:
(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
(c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.

g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
(1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.

h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
(1) Participating in the federal flood insurance program, and
(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

j. It will comply with:
(1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
(2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

k. It will perform the financial and compliance audits as required by the:
(1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
(2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
(3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

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l. It will comply with all other federal laws, regulations, and requirements that apply.
m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and
      (2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
   a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

(1) An officer or employee of any federal agency regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance.

c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
  (1) Each third party contract,
  (2) Each third party subcontract,
  (3) Each subagreement, and
  (4) Each third party agreement.

3. It understands that:
  a. This Certification is a material representation of fact that the Federal Government relies on, and
  b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    (1) Federal grant or cooperative agreement, or
    (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
   a. It acquires the property or an interest in the property of a private provider of public transportation, or
   b. It operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
   a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. FTA's charter service restrictions extend to:
      (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
      (2) Any Third Party Participant that receives federal assistance derived from:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   c. A Third Party Participant includes any:
      (1) Subrecipient at any tier,
      (2) Lessee,
      (3) Third Party Contractor or Subcontractor at any tier, and
      (4) Other Third Party Participant in its Award.
   d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
      (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
      (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
      (3) Any other federal Charter Service regulations, or

(4) Federal guidance, except as FTA determines otherwise in writing.

e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.

f. You and your Applicant agree that:

(1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

(b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:

(a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,

(b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or

(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.

b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.

c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. §§ 133 or 142, or
   c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
   a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. Any Third Party Participant that receives federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant's Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
   c. Any other federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing.

5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. § 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model, and
   b. It will not authorize final acceptance of that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."

2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
   a. It is eligible to receive federal assistance for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
   a. The Urbanized Area Formula Grants Program,
   b. A Full Funding Grant Agreement,

c. An Early Systems Work Agreement,
d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:
1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).

e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
   (1) The applicable general provisions of 49 U.S.C. § 5323, and
   (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. As required by 49 U.S.C. § 5307(d):
   (1) It has or will have the amount of funds required for the non-federal share,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   (1) The statewide transportation improvement program, and
   (2) To the extent applicable, a metropolitan transportation improvement program.
g. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. It has made or will make the final list of Projects for which an Award is sought available to the public.

7. With respect to the non-federal share:
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
8. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and

c. It will provide the non-federal share when needed.

8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation.
10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
   b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each Subrecipient is:
      (1) A private nonprofit organization, or
      (2) A state or local governmental authority that:
         (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
   b. It will comply with the following selection and planning requirements:
      (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated.
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors,
         (b) Individuals with disabilities,
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and
         (e) Other members of the public.
      (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.

(4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.

c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.

d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:

(1) The recipient possessing the facility or equipment consents to the transfer, and

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

e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:

a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.

c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.

d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:

(1) The applicable general provisions of 49 U.S.C. § 5323, and

(2) The applicable third party contract provisions of 49 U.S.C. § 5325.

e. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

f. It has complied or will comply and will require each Subrecipient to comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   a. The statewide transportation improvement program, and
   b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
   a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
   b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or

b. It will provide to FTA a Certification from the governor of the state that:
   (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
   (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
   a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
   b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Category 05.B (Bus Testing),
   c. Category 06 (Demand Responsive Service),
   d. Category 07 (Intelligent Transportation Systems), and
   e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
      (1) Any federal assistance,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, "Rail Fixed Guideway Systems: State Safety Oversight," 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

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

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a TIFIA-financed procurement, it will comply with:
      (1) The applicable provisions of 49 U.S.C. § 5323, and
      (2) The applicable provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).
   g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
      (2) It will provide the non-federal share from sources approved by FTA, and
      (3) It will provide the non-federal share when needed.
   h. It will comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
      (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
   d. Federal guidance pertaining to the SIB Program,
   e. The Cooperative Agreement establishing the state's SIB Program, or
   f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a procurement under a SIB-financed Award, it will comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
      (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will consult with the appropriate federal land management agency during the planning process, and
b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.

2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award.
   d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
      (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
      (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
      (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
      (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
      (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
      (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
   e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
   f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
      (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
      (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
      (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

(4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
(5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
(6) It has made or will make the final list of Projects for which an Award is sought available to the public.

g. With respect to the non-federal share:
(1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
(2) It will provide the non-federal share from sources approved by FTA, and
(3) It will provide the non-federal share when needed.

h. It has complied or will comply with and will require each Subrecipient to comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

work that the third party contract requires resides in the jurisdiction where the work will be performed;

2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____

OR

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

Category	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

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

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

Signature_____ Date: _____

Name_____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

EXHIBIT "D" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "D"

EQUAL EMPLOYMENT OPPORTUNITY

The City of Edinburg is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of age, race, religion, sex, color, national origin, citizenship, political affiliation, disability, veteran's status, or other unlawful basis, is prohibited.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

THE STATE OF TEXAS	§	AMENDMENT NUMBER 2 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL
COUNTY OF HIDALGO	§	
SERVICE CONTRACT	§	

AMENDMENT NUMBER 2 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This second Amendment to Agreement is entered into by and between **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement"). On June 28, 2016, City Council approved amendment Number 1 for additional professional service and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955 and are attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS all parties desire to amend the Interlocal Agreement to reflect the expiration date as per article 3 Term below.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in their entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2018 as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement not specifically in conflict with this Amendment Number 2, shall remain the same.

This second Amendment to Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 16th day of May, 2017.

CITY OF EDINBURG:

BY:_____
Richard M. Hinojosa, City Manager

ATTEST:

BY:_____
Myra L. Ayala Garza, City Secretary

~~**APPROVED AS TO FORM:**~~

APPROVED AS TO FORM:
Oxford and Gonzalez

By:_____
Ricardo Gonzalez, ~~Interim~~ City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

_____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:
VELA LAW FIRM

_____
Aaron I Vela, CPA, JD, EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY:_____
Ron Garza,
Executive Director

ATTEST:

BY: _____

Mayor, Ambrosio "Amos" Hernandez, LRGVDC Board President

ATTACHMENTS: Exhibit A: Amendment 1 Interlocal Agreement

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This first Amendment to Agreement is entered into by and between **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014 the LRGVDC, EDIBNURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement") and is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the LRGVDC, EEDC, and the City determined that additional facilities are needed to complete the function of the Project as a multi-use facility and instructed the consulting Architect to make such provisions. As such, the LRGVDC requested additional professional service and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955 (bringing total funds awarded through FTA in the amount of $4,352,955) with a required local cash match in the amount of $413,239; and

WHEREAS all parties desire to amend the Interlocal Agreement to reflect the additional funding amount by the FTA through the LRGVDC, restate the land match by the EEDC, and provide for the additional local cash match to be paid by the EEDC.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in their entirety as follows:

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA Funds Payable to EDINBURG will be **$4,766,194** with the local match provided by EEDC in the amounts of $**675,000** (Land Match) and $**413,239** (Cash Match) as stated in "Exhibit "B".

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2017 as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement not specifically in conflict with this Amendment Number 1, shall remain the same.

This first Amendment to Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 28th day of June, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

_____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:
VELA LAW FIRM

Aaron Vela, CPA, JD, EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones, Executive Director

ATTEST:

BY: _____
Mayor, Tony Martinez, LRGVDC Board President

ATTACHMENTS: Exhibit A: Original Interlocal Agreement
Exhibit B: Additional Funds Approval Letter from LRGVDC
Exhibit C: Federal Transit Administration Certifications and Assurances
Exhibit D: City of Edinburg Title VI

EXHIBIT "A" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

THE STATE OF TEXAS §
§
THE COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This agreement is entered into this 2nd day of December, 2014 by and between the **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**". All three agencies will be collectively referred to as the "**PARTIES**" created und the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended (hereinafter the "**Act**").

RECITALS

WHEREAS, the LRGVDC is the designated recipient for Federal Transit Administration (FTA) funds in the McAllen and Harlingen Urbanized Areas; and

WHEREAS, the LRGVDC currently provides public transportation to the City of Edinburg through Valley Metro; and

WHEREAS, the PARTIES desire to cooperate in the joint development and construction of a transit terminal and parking facility in Edinburg, Texas as described in FTA Grant #TX-90-Y057; and

WHEREAS, this project will improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, improve safety, generate economic activity, enhance the value of local property, and is the second project of the Downtown Revitalization Streetscape; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, LRGVDC, EDINBURG, and EEDC hereto agree as follows.

ARTICLE 1. AGREEMENT

1. EDINBURG will procure all services needed to complete the project through the design and construction phases, the value of which shall not exceed the amount of funding available in the grant. LRGVDC must review procurement documents prior to publication.

2. EDINBURG will provide project management of the contractors secured through the procurement process, including but not limited to: ensuring adherence to budget and milestones, compliance with all FTA and other regulations, coordination of payments, adherence to best practices and industry standards, and reporting. EDINBURG will ensure that its employees or contractor employees do not in any way represent themselves as having any employer/employee relationship with the LRGVDC.

3. EDINBURG agrees to hold the LGRVDC harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

4. LRGVDC agrees to hold EDINBURG harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

5. EDINBURG agrees to follow all Federal Transit Administration and Texas Department of Transportation policies and guidelines, including adhering to the Davis-Bacon Act. EDINBURG will not undertake any activity that may cause LRGVDC to violate any provision of FTA's certifications and assurances.

6. EDINBURG will submit monthly requests for payment with supporting documentation by the 30th day of the month. Each request will be on letterhead signed by an individual with the authority to request payment, and will contain:

1. A summary table of the total amount requested for payment and a line item description of each activity for which payment is being requested.

2. A narrative and data table describing progress made on the project.

3. Documentation of any expense made. (All expenses must be incurred only after the effective date of this agreement.)

7. EDINBURG will maintain records of all documents and materials related to this project indefinitely. EDINBURG agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this agreement.

8. EDINBURG and LRGVDC will insure that the contractor will be responsible for maintaining, preserving, and protecting all construction funded through this agreement and will maintain insurance coverage for any and all claims of liability.

9. EDINBURG will indicate, both on-site and in any publicity associated with it, that the project was made possible through a partnership between EDINBURG, EEDC, LRGVDC – Valley Metro, and the FTA.

10. EDINBURG must ensure payment for all expenses it incurs prior to requesting reimbursement from the LRGVDC. LRGVDC will request funding reimbursements from FTA for eligible activities under this project only when supporting documentation is provided by EDINBURG showing that the activity has been completed and payment

was made. Reimbursement requests will occur on a monthly basis. EDINBURG will receive payments for its services only after reimbursements are received from FTA. EDINBURG acknowledges that project funds will be paid by FTA to LRGVDC upon successful requests for reimbursement. LRGVDC is in no way responsible for any non-payment of funds.

11. LRGVDC will perform all grant administration activities for this project. It will submit project reports, financial reports, milestones, and other required information to FTA.

12. The LRGVDC and the EEDC agree that the EEDC shall be able to provide for any maintenance cost overruns or any costs that are not reimbursed by the FTA for the Project from the leased payments to be received by both the LRGVDC and the EEDC from the office space they will both lease to third parties at the transit terminal and parking facility.

13. LRGVDC will withhold payments if satisfactory progress in meeting project milestones is not shown. Milestones are described in the FTA grant.

14. The PARTIES will provide formal input and select all architectural, engineering, and construction services procured as part of the project. A selection committee shall be formed for this purpose.

15. The PARTIES will provide input, through a formal and documented process, on all elements of the project, including aesthetics and functional design. The PARTIES must jointly agree, through signatures on plans, layouts, elevations and similar documents, in all decisions made in this regard. The PARTIES will each have one vote in this process.

16. THE PARTIES will, upon project commencement, form a committee of at least two staff members from each organization, and consultant engineer and contractor, that will meet periodically to provide project updates, request information, provide technical assistance, and engage in project oversight.

17. LRGVDC will operate the facility, maintain, all operational cost, and insure satisfactory continuing control as required by FTA guidelines.

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA funds payable to EDINBURG will be **$2,700,000.**

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2016 or the opening date as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

ARTICLE 4. TERMINATION

1. The PARTIES may terminate this agreement by giving notice in writing at least ninety (90) days prior to the effective date of termination to the other PARTIES. The notice will specify the effective date of termination, the reason for the termination, and other termination instructions.

2. In the event of termination for convenience, none of the PARTIES shall be subject to additional liability except as otherwise provided in this agreement.

3. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment will be disposed of according to FTA rules and regulations. EDINBURG will be wholly responsible for any reimbursements due to FTA.

ARTICLE 5. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to EDINBURG: City of Edinburg
ATTN: Ramiro Garza
City Manager
415 W. University Dr.
Edinburg, TX 78541
Phone: (956) 388-8207
Email: rgarza@cityofedinburg.com

If to LRGVDC: LRGVDC
ATTN: Ken Jones
Executive Director
301 W. Railroad St..
Weslaco, TX 78596
Phone: (956) 682-3481
Email: knjones@lrgvdc.org

If to EEDC Edinburg Economic Development Corporation
ATTN: Agustin "Gus" Garcia
Executive Director
101 N. 10th Avenue
Edinburg, TX 78541
Phone: (956) 383-7124
Email: gus@edinburgedc.com

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

THEREFORE, witness our signatures binding EDINBURG, LRGVDC, and EEDC this 2nd day of December, 2014.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr.
City Manager

EDINBURG EDC

BY: _____
Augustin Garcia
Executive Director

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones,
Executive Director

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

City Attorney

APPROVED AS TO FORM:

Cynthia Contreras Gutierrez, EEDC Attorney

ATTEST

By: _____
Mayor Chris Boswell, LRGVDC Board President

EXHIBIT "B" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irena Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 6, 2016

Richard M. Hinojosa
City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78540

Re: Edinburg Transit Terminal Project

Dear Mr. Hinojosa,

On behalf of the Lower Rio Grande Valley Development Council (LRGVDC) – Valley Metro, we are glad to inform you that the additional funding for the Edinburg Transit Terminal Project has been approved by the Federal Transit Administration (FTA) in the amount of $1,652,955 and a required local match of $413,239. Listed below is the total project break down amount:

Initial Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011 & FY 2012	$2,700,000	$675,000 (Land Match)	$2,700,000

Additional Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2015	$1,652,955	$413,239 (cash)	$2,066,194

Total Project Amount

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011, 2012, 2015	$4,352,955	$413,239 (cash)	$4,766,194

As per our agreement, the Edinburg Economic Development Corporation will need to pay the local match in order to request reimbursements for this project.

We want to thank the City, Edinburg EDC, and your staff for your partnership and taking the role of program manager for this project and we look forward in working with you on this project.

Should there be any questions, please do not hesitate to contacting Tom Logan at (956)969-5761 or myself at your convenience.

Sincerely,

Ron Garza
LRGVDC Deputy Executive Director

Cc: *Ponicano N. Longoria, City of Edinburg Director of Public Works*
Tom Reyna, City of Edinburg Assistant Director of Public Works
Agustin Garcia, EEDC Executive Director
Tom Logan, Valley Metro Director
Victor Morales, Procurement Director
Crystal Balboa, Finance Director

EXHIBIT "C" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "C"

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than $100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

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

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

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

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

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

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

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

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

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

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
   a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
      (1) It implements its Award,
      (2) It undertakes property acquisitions, and
      (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
   b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
   c. It will promptly take the necessary actions to carry out this assurance, including the following:
      (I) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
   d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      (1) While the property is used for the purpose that the federal assistance is extended, or
      (2) While the property is used for another purpose involving the provision of similar services or benefits.
   e. The United States has a right to seek judicial enforcement of any matter arising under:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, or
      (3) This assurance.
   f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, and
      (3) Federal transit law, 49 U.S.C. § 5332.
   g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
   h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
      (1) Subrecipient,
      (2) Transferee,
      (3) Third Party Contractor or Subcontractor at any tier,
      (4) Successor in Interest,
      (5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

j. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement.

j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal assistance is provided for its Award,
   (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
   (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
   (4) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
   a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
      (1) Construct any facility,
      (2) Obtain any rolling stock or other equipment,
      (3) Undertake studies,
      (4) Conduct research, or
      (5) Participate in any benefit or obtain any benefit from any FTA administered program.
   b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
      (1) Excluded from participation,
      (2) Denied benefits, or
      (3) Otherwise subjected to discrimination.

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01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified.
   b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
      (2) Violation of any federal or state antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
   c. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
   d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
   e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
   f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      (1) Equals or exceeds $25,000,
      (2) Is for audit services, or
      (3) Requires the consent of a federal official.

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
      (a) Debarred from participation in any federally assisted Award,
      (b) Suspended from participation in any federally assisted Award,
      (c) Proposed for debarment from participation in any federally assisted Award,
      (d) Declared ineligible to participate in any federally assisted Award,
      (e) Voluntarily excluded from participation in any federally assisted Award, or
      (f) Disqualified from participation in any federally assisted Award.

5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
      (1) The legal authority to apply for federal assistance,
      (2) The institutional capability,
      (3) The managerial capability, and
      (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
   b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
      (1) FTA,
      (2) The Comptroller General of the United States, and
      (3) The State, through an appropriate authorized representative.
   c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
   d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
      (1) A personal or organizational conflict of interest or personal gain, or

(2) An appearance of a personal or organizational conflict of interest or personal gain.

2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
   a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
   b. For FTA assisted construction Awards:
      (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
      (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
      (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
      (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
      (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
         (a) Disposing of the underlying real property or other interest in the site and facilities,
         (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
         (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
   c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
   a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
      (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
      (2) The prohibitions against discrimination on the basis of sex, as provided in:
         (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
         (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.
      (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
      (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*

(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*

(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*

(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.

(10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:

(I) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.

(2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:

(a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and

(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.

(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.

(b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:

1 Displaced families or individuals, and

2 Displaced corporations, associations, or partnerships.

(c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
1 Displaced families and individuals, and
2 Displaced corporations, associations, or partnerships.

(d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.

(e) It will:
1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

(f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.

(h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
(1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
(2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
(1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
(l) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
(4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
(7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f").
(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
(11) Complying with and facilitating compliance with:
(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
(c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.

g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
(1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.

h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
(1) Participating in the federal flood insurance program, and
(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

j. It will comply with:
(1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
(2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

k. It will perform the financial and compliance audits as required by the:
(1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
(2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
(3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

l. It will comply with all other federal laws, regulations, and requirements that apply.
m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and
      (2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
   a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

(1) An officer or employee of any federal agency regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance, or

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance.

c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
  (1) Each third party contract,
  (2) Each third party subcontract,
  (3) Each subagreement, and
  (4) Each third party agreement.

3. It understands that:
  a. This Certification is a material representation of fact that the Federal Government relies on, and
  b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    (1) Federal grant or cooperative agreement, or
    (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
   a. It acquires the property or an interest in the property of a private provider of public transportation, or
   b. It operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

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04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
   a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. FTA's charter service restrictions extend to:
      (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
      (2) Any Third Party Participant that receives federal assistance derived from:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   c. A Third Party Participant includes any:
      (1) Subrecipient at any tier,
      (2) Lessee,
      (3) Third Party Contractor or Subcontractor at any tier, and
      (4) Other Third Party Participant in its Award.
   d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
      (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
      (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
      (3) Any other federal Charter Service regulations, or

(4) Federal guidance, except as FTA determines otherwise in writing.

e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.

f. You and your Applicant agree that:

(1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

(b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:

(a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,

(b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or

(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.

b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.

c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

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04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. §§ 133 or 142, or
   c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
   a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. Any Third Party Participant that receives federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant's Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
   c. Any other federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing.

5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. § 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model, and
   b. It will not authorize final acceptance of that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."

2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
   a. It is eligible to receive federal assistance for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
   a. The Urbanized Area Formula Grants Program,
   b. A Full Funding Grant Agreement,

c. An Early Systems Work Agreement,
d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:
1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).

e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
   (1) The applicable general provisions of 49 U.S.C. § 5323, and
   (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. As required by 49 U.S.C. § 5307(d):
   (1) It has or will have the amount of funds required for the non-federal share,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   (1) The statewide transportation improvement program, and
   (2) To the extent applicable, a metropolitan transportation improvement program.
g. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. It has made or will make the final list of Projects for which an Award is sought available to the public.

7. With respect to the non-federal share:
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
8. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and

c. It will provide the non-federal share when needed.

8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation.
10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
   b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each Subrecipient is:
      (1) A private nonprofit organization, or
      (2) A state or local governmental authority that:
         (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
   b. It will comply with the following selection and planning requirements:
      (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated.
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors,
         (b) Individuals with disabilities,
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and
         (e) Other members of the public.
      (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.

(4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.

c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.

d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:

(1) The recipient possessing the facility or equipment consents to the transfer, and

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

e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:

a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.

c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.

d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:

(1) The applicable general provisions of 49 U.S.C. § 5323, and

(2) The applicable third party contract provisions of 49 U.S.C. § 5325.

e. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
f. It has complied or will comply and will require each Subrecipient to comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   a. The statewide transportation improvement program, and
   b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
   a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
   b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or

b. It will provide to FTA a Certification from the governor of the state that:
   (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
   (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
   a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
   b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Category 05.B (Bus Testing),
   c. Category 06 (Demand Responsive Service),
   d. Category 07 (Intelligent Transportation Systems), and
   e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
      (1) Any federal assistance,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, "Rail Fixed Guideway Systems: State Safety Oversight," 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

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CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastrnctnre Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

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

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a TIFIA-financed procurement, it will comply with:
      (1) The applicable provisions of 49 U.S.C. § 5323, and
      (2) The applicable provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).
   g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
      (2) It will provide the non-federal share from sources approved by FTA, and
      (3) It will provide the non-federal share when needed.
   h. It will comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
      (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA.

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3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
   d. Federal guidance pertaining to the SIB Program,
   e. The Cooperative Agreement establishing the state's SIB Program, or
   f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a procurement under a SIB-financed Award, it will comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
      (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will consult with the appropriate federal land management agency during the planning process, and
b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.

2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award.
   d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
      (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
      (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
      (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
      (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
      (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
      (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
   e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
   f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
      (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
      (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
      (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

(4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
(5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
(6) It has made or will make the final list of Projects for which an Award is sought available to the public.

g. With respect to the non-federal share:
(1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
(2) It will provide the non-federal share from sources approved by FTA, and
(3) It will provide the non-federal share when needed.

h. It has complied or will comply with and will require each Subrecipient to comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

work that the third party contract requires resides in the jurisdiction where the work will be performed;

2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____

OR

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

Category	Description	
01.	Required Certifications and Assuranees for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Seetor Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demaud Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Bnses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Trausportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Iufrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

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

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

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

EXHIBIT "D" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

EQUAL EMPLOYMENT OPPORTUNITY

The City of Edinburg is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of age, race, religion, sex, color, national origin, citizenship, political affiliation, disability, veteran's status, or other unlawful basis, is prohibited.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Central Files

THE CITY OF Edinburg

CONTRACT NO.	City Council Approved
C-07-19	October 2, 2018

24

To:	From:
Juan G. Guerra, CPA, City Manager **Tom Reyna, Public Works Director** **Dagoberto Soto, Finance Dir/Lorena** **Ludy Leal, City Secretary** **Joe Rios, Central Files**	Martha Jenkins Martha Jenkins, Legal Assistant City Attorney's Office 415 W. University P.O. Box 1079 Edinburg, Texas 78540 **Phone: (956) 388-8208** **Fax: (956) 292-2113** **Email:** legal@cityofedinburg.com

Consider authorizing the City Manager to execute Amendment Number Three to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg and Edinburg Economic Development Corporation to extend the agreement one additional year for the Joint Development of the Edinburg Transit Terminal

Comment:
03-22-19 Omar, please approve as to form.
03-22-19 Dora, please have City Manager sign the attached contract and return same to me for further processing. Thank you.
04-02-19 Ludy, please attest and return all originals to me for further processing.
04-02-19 Tom, an original for your files and one for LRGVDC.
04-02-19 Joe, an original for Central Files.

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER 3 TO THE INTERLOCAL**
	§	**AGREEEMENT BETWEEN THE LOWER RIO GRANDE VALLEY**
COUNTY OF HIDALGO	**§**	**DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE**
	§	**EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR**
SERVICE CONTRACT	**§**	**JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL**

AMENDMENT NUMBER 3
TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT
OF THE EDINBURG TRANSIT TERMINAL

This third Amendment to Agreement is entered into by and between **the Lower Rio Grande Valley Development Council**, hereinafter referred to as "**LRGVDC**", the **City of Edinburg**, hereinafter referred to as "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter referred to as "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement"). On June 28, 2016, City Council approved Amendment Number 1 for additional professional services and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955.00 and are attached hereto as Exhibit "A" and made a part hereof for all purposes; and,

WHEREAS, all parties approved Amendment Number 2 of the Interlocal Agreement to extend the expiration date to June 30, 2018; and,

WHEREAS, all parties desire to amend the Interlocal Agreement to reflect the expiration date as per Article 3. Term below.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in the entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2019, as agreed to by the PARTIES. This Agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement, not specifically in conflict with this Amendment Number 3, shall remain the same.

This third Amendment to Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this 2nd day of October, 2019.

CITY OF EDINBURG

By: _____
Juan G. Guerra, CPA
City Manager

ATTEST:

By: _____
Ludivina Leal, City Secretary

APPROVED AS TO FORM:
Oxford and Gonzalez

By: _____
Omar Ochoa, City Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By: _____
Ron Garza, Executive Director

ATTEST:

By: _____
Crystal Balboa
Finance Director

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: _____
Joey Trevino, Executive Director

APPROVED AS TO FORM:
Vela Law Firm

By: _____
Aaron Vela, EEDC Attorney

ATTACHMENTS: Exhibit A: Amendment 2-Interlocal Agreement

EXHIBIT "A"

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This first Amendment to Agreement is entered into by and between **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014 the LRGVDC, EDIBNURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement") and is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the LRGVDC, EEDC, and the City determined that additional facilities are needed to complete the function of the Project as a multi-use facility and instructed the consulting Architect to make such provisions. As such, the LRGVDC requested additional professional service and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955 (bringing total funds awarded through FTA in the amount of $4,352,955) with a required local cash match in the amount of $413,239; and

WHEREAS all parties desire to amend the Interlocal Agreement to reflect the additional funding amount by the FTA through the LRGVDC, restate the land match by the EEDC, and provide for the additional local cash match to be paid by the EEDC.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in their entirety as follows:

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA Funds Payable to EDINBURG will be **$4,766,194** with the local match provided by EEDC in the amounts of **$675,000** (Land Match) and **$413,239** (Cash Match) as stated in "Exhibit "B".

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2017 as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement not specifically in conflict with this Amendment Number 1, shall remain the same.

This first Amendment to Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 28th day of June, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

_____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:
VELA LAW FIRM

Aaron I Vela, CPA, JD, EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones, Executive Director

ATTEST:

BY: _____
Mayor, Tony Martinez, LRGVDC Board President

ATTACHMENTS: Exhibit A: Original Interlocal Agreement
Exhibit B: Additional Funds Approval Letter from LRGVDC
Exhibit C: Federal Transit Administration Certifications and Assurances
Exhibit D: City of Edinburg Title VI

EXHIBIT "A" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "A"

THE CITY OF EDINBURG

CONTRACT NO.

City Council Approved: 12-02-14

C-62-15

TO:
Ramiro Garza, City Manager
Ponciano N. Longoria, P.E., Director of Public Works
Central Files

From:
Blanca Rodriguez, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@ci.edinburg.tx.us

Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg, the Edinburg Economic Development Corporation, and the Lower Rio Grande Valley Development Council for the Joint Development of the Edinburg Transit Terminal.; Dated 12/02/2014

Comment:

12-03-14 Adelita, please have Ramiro sign four originals, and return all four originals back to me, along with this Routing Form, for further processing. Thank you.

12-04-14 Ponciano/Tom, attached are two originals. Please return one original to LRGVDC and one to Edinburg EDC and retain one original for your files.

12-04-14 Joe, for Central Files.

THE STATE OF TEXAS §
§
THE COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This agreement is entered into this 2nd day of December, 2014 by and between the **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**". All three agencies will be collectively referred to as the "**PARTIES**" created und the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended (hereinafter the "**Act**").

RECITALS

WHEREAS, the LRGVDC is the designated recipient for Federal Transit Administration (FTA) funds in the McAllen and Harlingen Urbanized Areas; and

WHEREAS, the LRGVDC currently provides public transportation to the City of Edinburg through Valley Metro; and

WHEREAS, the PARTIES desire to cooperate in the joint development and construction of a transit terminal and parking facility in Edinburg, Texas as described in FTA Grant #TX-90-Y057; and

WHEREAS, this project will improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, improve safety, generate economic activity, enhance the value of local property, and is the second project of the Downtown Revitalization Streetscape; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, LRGVDC, EDINBURG, and EEDC hereto agree as follows.

ARTICLE 1. AGREEMENT

1. EDINBURG will procure all services needed to complete the project through the design and construction phases, the value of which shall not exceed the amount of funding available in the grant. LRGVDC must review procurement documents prior to publication.

2. EDINBURG will provide project management of the contractors secured through the procurement process, including but not limited to: ensuring adherence to budget and milestones, compliance with all FTA and other regulations, coordination of payments, adherence to best practices and industry standards, and reporting. EDINBURG will ensure that its employees or contractor employees do not in any way represent themselves as having any employer/employee relationship with the LRGVDC.

3. EDINBURG agrees to hold the LGRVDC harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

4. LRGVDC agrees to hold EDINBURG harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

5. EDINBURG agrees to follow all Federal Transit Administration and Texas Department of Transportation policies and guidelines, including adhering to the Davis-Bacon Act. EDINBURG will not undertake any activity that may cause LRGVDC to violate any provision of FTA's certifications and assurances.

6. EDINBURG will submit monthly requests for payment with supporting documentation by the 30th day of the month. Each request will be on letterhead signed by an individual with the authority to request payment, and will contain:

1. A summary table of the total amount requested for payment and a line item description of each activity for which payment is being requested.

2. A narrative and data table describing progress made on the project.

3. Documentation of any expense made. (All expenses must be incurred only after the effective date of this agreement.)

7. EDINBURG will maintain records of all documents and materials related to this project indefinitely. EDINBURG agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this agreement.

8. EDINBURG and LRGVDC will insure that the contractor will be responsible for maintaining, preserving, and protecting all construction funded through this agreement and will maintain insurance coverage for any and all claims of liability.

9. EDINBURG will indicate, both on-site and in any publicity associated with it, that the project was made possible through a partnership between EDINBURG, EEDC, LRGVDC – Valley Metro, and the FTA.

10. EDINBURG must ensure payment for all expenses it incurs prior to requesting reimbursement from the LRGVDC. LRGVDC will request funding reimbursements from FTA for eligible activities under this project only when supporting documentation is provided by EDINBURG showing that the activity has been completed and payment

was made. Reimbursement requests will occur on a monthly basis. EDINBURG will receive payments for its services only after reimbursements are received from FTA. EDINBURG acknowledges that project funds will be paid by FTA to LRGVDC upon successful requests for reimbursement. LRGVDC is in no way responsible for any non-payment of funds.

11. LRGVDC will perform all grant administration activities for this project. It will submit project reports, financial reports, milestones, and other required information to FTA.

12. The LRGVDC and the EEDC agree that the EEDC shall be able to provide for any maintenance cost overruns or any costs that are not reimbursed by the FTA for the Project from the leased payments to be received by both the LRGVDC and the EEDC from the office space they will both lease to third parties at the transit terminal and parking facility.

13. LRGVDC will withhold payments if satisfactory progress in meeting project milestones is not shown. Milestones are described in the FTA grant.

14. The PARTIES will provide formal input and select all architectural, engineering, and construction services procured as part of the project. A selection committee shall be formed for this purpose.

15. The PARTIES will provide input, through a formal and documented process, on all elements of the project, including aesthetics and functional design. The PARTIES must jointly agree, through signatures on plans, layouts, elevations and similar documents, in all decisions made in this regard. The PARTIES will each have one vote in this process.

16. THE PARTIES will, upon project commencement, form a committee of at least two staff members from each organization, and consultant engineer and contractor, that will meet periodically to provide project updates, request information, provide technical assistance, and engage in project oversight.

17. LRGVDC will operate the facility, maintain, all operational cost, and insure satisfactory continuing control as required by FTA guidelines.

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA funds payable to EDINBURG will be **$2,700,000.**

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on May 30, 2016 or the opening date as agreed to by the PARTIES. This agreement may be amended or extended upon mutual agreement of the PARTIES.

ARTICLE 4. TERMINATION

1. The PARTIES may terminate this agreement by giving notice in writing at least ninety (90) days prior to the effective date of termination to the other PARTIES. The notice will specify the effective date of termination, the reason for the termination, and other termination instructions.

2. In the event of termination for convenience, none of the PARTIES shall be subject to additional liability except as otherwise provided in this agreement.

3. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment will be disposed of according to FTA rules and regulations. EDINBURG will be wholly responsible for any reimbursements due to FTA.

ARTICLE 5. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to EDINBURG: City of Edinburg
ATTN: Ramiro Garza
City Manager
415 W. University Dr.
Edinburg, TX 78541
Phone: (956) 388-8207
Email: rgarza@cityofedinburg.com

If to LRGVDC: LRGVDC
ATTN: Ken Jones
Executive Director
301 W. Railroad St..
Weslaco, TX 78596
Phone: (956) 682-3481
Email: knjones@lrgvdc.org

If to EEDC Edinburg Economic Development Corporation
ATTN: Agustin "Gus" Garcia
Executive Director
101 N. 10th Avenue
Edinburg, TX 78541
Phone: (956) 383-7124
Email: gus@edinburgedc.com

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

THEREFORE, witness our signatures binding EDINBURG, LRGVDC, and EEDC this 2nd day of December, 2014.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr.
City Manager

EDINBURG EDC

BY: _____
Augustin Garcia
Executive Director

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones,
Executive Director

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

City Attorney

APPROVED AS TO FORM:

Cynthia Contreras Gutierrez, EEDC Attorney

ATTEST

By: _____
Mayor Chris Boswell, LRGVDC Board President

EXHIBIT "B" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "B"

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 6, 2016

Richard M. Hinojosa
City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78540

Re: Edinburg Transit Terminal Project

Dear Mr. Hinojosa,

On behalf of the Lower Rio Grande Valley Development Council (LRGVDC) – Valley Metro, we are glad to inform you that the additional funding for the Edinburg Transit Terminal Project has been approved by the Federal Transit Administration (FTA) in the amount of $1,652,955 and a required local match of $413,239. Listed below is the total project break down amount:

Initial Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011 & FY 2012	$2,700,000	$675,000 (Land Match)	$2,700,000

Additional Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2015	$1,652,955	$413,239 (cash)	$2,066,194

Total Project Amount

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011, 2012, 2015	$4,352,955	$413,239 (cash)	$4,766,194

As per our agreement, the Edinburg Economic Development Corporation will need to pay the local match in order to request reimbursements for this project.

We want to thank the City, Edinburg EDC, and your staff for your partnership and taking the role of program manager for this project and we look forward in working with you on this project.

MAIN OFFICE * 301 W. Railroad St. * Weslaco, TX * 78596 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org
PRINTED ON RECYCLED PAPER

Should there be any questions, please do not hesitate to contacting Tom Logan at (956)969-5761 or myself at your convenience.

Sincerely,

Ron Garza
LRGVDC Deputy Executive Director

Cc: *Ponicano N. Longoria, City of Edinburg Director of Public Works*
Tom Reyna, City of Edinburg Assistant Director of Public Works
Agustin Garcia, EEDC Executive Director
Tom Logan, Valley Metro Director
Victor Morales, Procurement Director
Crystal Balboa, Finance Director

EXHIBIT "C" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Exhibit "C"

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than $100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

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

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

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

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

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

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

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

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

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

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
   a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
      (1) It implements its Award,
      (2) It undertakes property acquisitions, and
      (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
   b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
   c. It will promptly take the necessary actions to carry out this assurance, including the following:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
   d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      (1) While the property is used for the purpose that the federal assistance is extended, or
      (2) While the property is used for another purpose involving the provision of similar services or benefits.
   e. The United States has a right to seek judicial enforcement of any matter arising under:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, or
      (3) This assurance.
   f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
      (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
      (2) U.S. DOT regulations, 49 CFR part 21, and
      (3) Federal transit law, 49 U.S.C. § 5332.
   g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
   h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
      (1) Subrecipient,
      (2) Transferee,
      (3) Third Party Contractor or Subcontractor at any tier,
      (4) Successor in Interest,
      (5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement.

j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal assistance is provided for its Award,
   (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
   (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
   (4) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
   a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
      (1) Construct any facility,
      (2) Obtain any rolling stock or other equipment,
      (3) Undertake studies,
      (4) Conduct research, or
      (5) Participate in any benefit or obtain any benefit from any FTA administered program.
   b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
      (1) Excluded from participation,
      (2) Denied benefits, or
      (3) Otherwise subjected to discrimination.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified.
   b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
      (2) Violation of any federal or state antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
   c. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
   d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
   e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
   f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      (1) Equals or exceeds $25,000,
      (2) Is for audit services, or
      (3) Requires the consent of a federal official.

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
      (a) Debarred from participation in any federally assisted Award,
      (b) Suspended from participation in any federally assisted Award,
      (c) Proposed for debarment from participation in any federally assisted Award,
      (d) Declared ineligible to participate in any federally assisted Award,
      (e) Voluntarily excluded from participation in any federally assisted Award, or
      (f) Disqualified from participation in any federally assisted Award.

5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
      (1) The legal authority to apply for federal assistance,
      (2) The institutional capability,
      (3) The managerial capability, and
      (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
   b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
      (1) FTA,
      (2) The Comptroller General of the United States, and
      (3) The State, through an appropriate authorized representative.
   c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
   d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
      (1) A personal or organizational conflict of interest or personal gain, or

(2) An appearance of a personal or organizational conflict of interest or personal gain.

2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
   a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
   b. For FTA assisted construction Awards:
      (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
      (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
      (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
      (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
      (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
         (a) Disposing of the underlying real property or other interest in the site and facilities,
         (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
         (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
   c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
   a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
      (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
      (2) The prohibitions against discrimination on the basis of sex, as provided in:
         (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
         (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.
      (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
      (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
(10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
(1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
(2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
(a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.
(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
(b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
1 Displaced families or individuals, and
2 Displaced corporations, associations, or partnerships.

(c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
1 Displaced families and individuals, and
2 Displaced corporations, associations, or partnerships.

(d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.

(e) It will:
1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

(f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.

(h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
(1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
(2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
(1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
(l) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
(4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
(7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f").
(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
(11) Complying with and facilitating compliance with:
(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
(c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.

g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
(1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.

h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
(1) Participating in the federal flood insurance program, and
(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

j. It will comply with:
(1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
(2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

k. It will perform the financial and compliance audits as required by the:
(1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
(2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
(3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

l. It will comply with all other federal laws, regulations, and requirements that apply.
m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and
      (2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
   a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

(1) An officer or employee of any federal agency regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance.

c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
  (1) Each third party contract,
  (2) Each third party subcontract,
  (3) Each subagreement, and
  (4) Each third party agreement.

3. It understands that:
  a. This Certification is a material representation of fact that the Federal Government relies on, and
  b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    (1) Federal grant or cooperative agreement, or
    (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
   a. It acquires the property or an interest in the property of a private provider of public transportation, or
   b. It operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

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04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
   a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. FTA's charter service restrictions extend to:
      (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
      (2) Any Third Party Participant that receives federal assistance derived from:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   c. A Third Party Participant includes any:
      (1) Subrecipient at any tier,
      (2) Lessee,
      (3) Third Party Contractor or Subcontractor at any tier, and
      (4) Other Third Party Participant in its Award.
   d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
      (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
      (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
      (3) Any other federal Charter Service regulations, or

(4) Federal guidance, except as FTA determines otherwise in writing.

e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.

f. You and your Applicant agree that:

(1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

(b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:

(a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,

(b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or

(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.

b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.

c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. §§ 133 or 142, or
   c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
   a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. Any Third Party Participant that receives federal assistance derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant's Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
   c. Any other federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing.

5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. § 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model, and
   b. It will not authorize final acceptance of that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."

2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
   a. It is eligible to receive federal assistance for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
   a. The Urbanized Area Formula Grants Program,
   b. A Full Funding Grant Agreement,

c. An Early Systems Work Agreement,
d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:
1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).

e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
   (1) The applicable general provisions of 49 U.S.C. § 5323, and
   (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. As required by 49 U.S.C. § 5307(d):
   (1) It has or will have the amount of funds required for the non-federal share,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   (1) The statewide transportation improvement program, and
   (2) To the extent applicable, a metropolitan transportation improvement program.
g. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. It has made or will make the final list of Projects for which an Award is sought available to the public.

7. With respect to the non-federal share:
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
8. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and

c. It will provide the non-federal share when needed.

8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation.
10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
   b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each Subrecipient is:
      (1) A private nonprofit organization, or
      (2) A state or local governmental authority that:
         (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
   b. It will comply with the following selection and planning requirements:
      (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated.
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors,
         (b) Individuals with disabilities,
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and
         (e) Other members of the public.
      (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.

(4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.

c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.

d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:

(1) The recipient possessing the facility or equipment consents to the transfer, and

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

e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:

a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.

c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.

d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:

(1) The applicable general provisions of 49 U.S.C. § 5323, and

(2) The applicable third party contract provisions of 49 U.S.C. § 5325.

e. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
f. It has complied or will comply and will require each Subrecipient to comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   a. The statewide transportation improvement program, and
   b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
   a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
   b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or

b. It will provide to FTA a Certification from the governor of the state that:
   (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
   (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
   a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
   b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Category 05.B (Bus Testing),
   c. Category 06 (Demand Responsive Service),
   d. Category 07 (Intelligent Transportation Systems), and
   e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
      (1) Any federal assistance,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, "Rail Fixed Guideway Systems: State Safety Oversight," 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

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

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a TIFIA-financed procurement, it will comply with:
      (1) The applicable provisions of 49 U.S.C. § 5323, and
      (2) The applicable provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).
   g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
      (2) It will provide the non-federal share from sources approved by FTA, and
      (3) It will provide the non-federal share when needed.
   h. It will comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
      (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
   d. Federal guidance pertaining to the SIB Program,
   e. The Cooperative Agreement establishing the state's SIB Program, or
   f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
      (1) Any senior,
      (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
   e. When carrying out a procurement under a SIB-financed Award, it will comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
      (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will consult with the appropriate federal land management agency during the planning process, and
b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.

2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award.
   d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
      (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
      (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
      (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
      (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
      (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
      (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
   e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
   f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
      (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
      (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
      (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

(4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
(5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
(6) It has made or will make the final list of Projects for which an Award is sought available to the public.

g. With respect to the non-federal share:
(1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
(2) It will provide the non-federal share from sources approved by FTA, and
(3) It will provide the non-federal share when needed.

h. It has complied or will comply with and will require each Subrecipient to comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

work that the third party contract requires resides in the jurisdiction where the work will be performed;

2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____

OR

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

Category	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

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

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

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

EXHIBIT "D" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

EQUAL EMPLOYMENT OPPORTUNITY

The City of Edinburg is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of age, race, religion, sex, color, national origin, citizenship, political affiliation, disability, veteran's status, or other unlawful basis, is prohibited.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under United States Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

THE CITY OF Edinburg

CONTRACT NO.

C-129-20

City Council Approved:

February 4, 2020

To:

Richard M. Hinojosa, Interim City Manager/Dora
Mardoqueo Hinojosa, City Engineer/Rocio
Joe Rios, Interim City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1969 2000 1995

From: Martha Jenkins

Martha Jenkins, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: **(956) 388-8208**
Fax: **(956) 292-2113**
Email: legal@cityofedinburg.com

Amendment Number Four to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg and Edinburg Economic Development Corporation to extend the agreement one additional year for the joint development of the Edinburg Transit Terminal and authorize City Manager to enter into agreements relating thereto.

COMMENTS:
02-05-20 Omar, please approve.
02-05-20 Dora, please have City Manager sign and return to me for further processing.
02-11-20 Joe, please attest and return all originals to me for further processing.
02-11-20 Rocio, please forward to EEDC and LRGVDC for approval and signature and once signed, please route one original to me for further processing.
02-20-20 Rocio, for your files. VIA EMAIL ONLY.
02-20-20 Joe, an original for Central Files.

THE STATE OF TEXAS	§	AMENDMENT NUMBER 4 TO THE INTERLOCAL AGREEEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT
COUNTY OF HIDALGO	§	COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR
SERVICE CONTRACT	§	JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

AMENDMENT NUMBER 4
TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This fourth Amendment to Agreement is entered into by and between the Lower Rio Grande Valley Development Council, hereinafter referred to as **"LRGVDC"**, the City of Edlnburg, hereinafter referred to as **"EDINBURG"**, and the **Edinburg Economic Development Corporation**, hereinafter referred to as **"EEDC"**.

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement"). On June 28, 2016, City Council approved Amendment Number 1 for additional professional services and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955.00 and is listed as Exhibit "A" in the original Interlocal Agreement and made a part hereof for all purposes; and,

WHEREAS, all parties approved Amendment Number 2 of the Interlocal Agreement to extend the expiration date to June 30, 2018; and,

WHEREAS, all parties approved Amendment Number 3 of the Interlocal Agreement to extend the expiration date to June 30, 2019; and,

WHEREAS, all parties desire to amend the Interlocal Agreement to reflect the expiration date as per Article 3. Term below.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in the entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2020, as agreed to by the PARTIES. This Agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement, not specifically in conflict with this Amendment Number 4, shall remain the same.

This fourth Amendment to Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this 4th day of February, 2020

CITY OF EDINBURG

By: _____
Richard Hinojosa, Interim City Manager

ATTEST:

By: _____
Joe Rios, Interim City Secretary

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By: _____
Ron Garza, Executive Director

ATTEST:

By: _____
Crystal Balboa, Finance Director

APPROVED AS TO FORM:
The Omar Ochoa Law Firm

By: _____
Omar Ochoa, City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: _____
Richard Hinojosa, Interim Executive Director

APPROVED AS TO FORM:
Vela Law Firm

By: _____
Aaron Vela, EEDC Attorney

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	TX-2019-005-00
Temporary Application Number	1868-2018-1
Award Name	LRGVDC FY 17 Section 5307 - Edinburg Multimodal Transit Facility Part 3
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: Lower Rio Grande Valley Development Council

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1868	Council of Government	LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL	010537520

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	301 W. RAILROAD ST	WESLACO	TX	78596
Mailing Address	301 WEST RAILROAD	WESLACO	TX	78596

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: LRGVDC FY 17 Section 5307 - Edinburg Multimodal Transit Facility Part 3

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2019-005-00	Active (Executed)	Grant	5/29/2018	5/29/2018	No

Award Start Date
2/1/2019

Award End Date
5/31/2019

Award Executive Summary
Grant was entered in TEAM as an amendment, but was not processed due to the TRAMS transition. The prior TEAM/TRAMS grants TX-90-Y057 & TX-2018-008 are the initial grants for funding the Edinburg Multimodal Transit Facility:
-TX-90-Y057: Federal request of $2,700,000 & a local contribution of $675,000 for a total eligible amount of $3,375,000
-TX-2016-008: Federal request of $1,652,955 & a local contribution of $413,239 for a total eligible amount of $2,066,164

This request is to increase the funding amount for the Edinburg Transit Terminal for engineering/design, construction and other associated activities. Through assessments, an underground tank was discovered at project site. Funding is needed for remediation of site to remove tank from project site. There will also be an increase of funding for for construction in order to complete project. Funding identified for increase in award was identified in the

TIP.

The increase amount of FTA FY 2017 Section 5307 funds will be $800,000 and a local match of $200,000 cash.

FTA Amount Description Breakdown: $800,000
-11.31.03 Engineering and Design (A&E) = $72,000
-11.31.03 Construction = $800,000

Local Funds Amount Description Breakdown: $200,000
-11.31.03 Engineering and Design (A&E) = $18,000
-11.31.03 Construction = $200,000

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	lynn.hayes@dot.gov	Community Planner		
	heriberto.chavarria@dot.gov	Program Management Specialist		
Sarah	Dierlam	Assistant Director - Planning	sdierlam@lrgvdctransit.org	956-969-5761

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$800,000
Local			$200,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,000,000**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-005-01-00	113-00 (113-A1)	BUS - STATION/STOPS/TERMINALS	$800,000.00	$200,000.00	$1,000,000.00	0
TX-2019-005-01-00	11.31.03	TERMINAL, INTERMODAL (TRANSIT)	$72,000.00	$18,000.00	$90,000.00	0

TX-2019-005-01-00	11.33.03	TERMINAL, INTERMODAL (TRANSIT)	$728,000.00	$182,000.00	$910,000.00	0

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y272	TX-2019-005-01-00	BUS - STATION/STOPS/TERMINALS	113-00 (113)	A1	481960	Mcallen, TX	2017.25.90.91.2	00	Urbanized Area Formula Grants	$800,000	$800,000

Part 3: Project Information

Project Title: LRGVDC FY 17 Section 5307 - Edinburg Multimodal Transit Facility Part 3

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2019-005-01-00	1868-2018-1-P1	5/29/2018	2/2/2018	8/31/2018

Project Description

A grant was entered in TEAM as an amendment, but was not processed due to the TRAMS transition. The TEAM & TRAMs grants TX-90-Y057 & TX-2016-008 are the initial grant for funding the Edinburg Multimodal Transit Facility.
This facility is a multi-story facility, approximately 35,000 square feet, and has been envisioned with the following aspects:
Terminal Building:
-Area-2 floors-General/Office Use
-Transit offices and Management Room (Inc. Above)
-Passenger waiting and boarding areas.
-Ticketing and information area, with way finding and signage
-Transit Canopy
-Restrooms

-Driver Crew Room
-Retail/commercial space (shell) and lease space

Parking and Circular:
-Local Bus Bays and bus staging area
-Traffic and Street Mods
-Customer parking and street-side parking for passengers pick-up and drop-offs.

Amenities include BikeSharing stations, bike repair areas, seating, fencing, security (cameras, controlled screens) sidewalks, landscaping, lighting, office space, and other related functions.

Project Benefits
There are various benefits to the creation of the Edinburg Multimodal Transit Facility. These benefits meet the needs of the community and region, as well as the needs set forth by the LRGVDC-Valley Metro. Specifically, the benefits are:
- Potential for additional UTRGV circulator route
-Connection/Interlining to shopping/retail routes
-Decrease operational expenses, with increase in trip frequency
- Service to west Edinburg
-Connection with future rail line (long-term)
-Multimodal facility as hub for other means of connectivity
-Expand public transportation access throughout the Rio Grande Valley
-Implement innovative transportation services and multimodal solutions (BIkeShare)
-Build strong community partnerships
-Enhance public resources and assets
- "Connecting the Valley one ride at a time"

Additional Information
None provided.

Location Description
Found in the McAllen UZA, within Congressman Hinojosa's District 15, this project is located within the City of Edinburg city-limits. This terminal is walking distance from Downtown Edinburg, and from major points of interest including the Hidalgo County Courthouse, the University of Texas Rio Grande Valley, social service centers, City Hall, municipal services, retail, and health services.

Security
Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name

481960	Mcallen, TX

Congressional District Information

State	District	Representative
Texas	15	Ruben Hinojosa

Program Plan Information

STIP/TIP
Date: 5/29/2018
Description: Fiscal Year 2017 Transit TIP

UPWP
Date: 5/18/2017
Description: FY 2018-2019 Unified Planning Work Program - Hidalgo County MPO

Long Range Plan
Date: 10/26/2017
Description: 2015-2040 MTP Amendment #9

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$800,000
Local			$200,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment	$0
Total Eligible Cost	**$1,000,000**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-005-01-00	113-00 (113-A1)	BUS - STATION/STOPS/TERMINALS	$800,000.00	$200,000.00	$1,000,000.00	0
TX-2019-005-01-00		11.31.03 TERMINAL, INTERMODAL (TRANSIT)	$72,000.00	$18,000.00	$90,000.00	0
TX-2019-005-01-00		11.33.03 TERMINAL, INTERMODAL (TRANSIT)	$728,000.00	$182,000.00	$910,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.31.03 - TERMINAL, INTERMODAL (TRANSIT)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.31.03	TERMINAL, INTERMODAL (TRANSIT)	ENGINEERING & DESIGN - BUS STATION STOPS/TERMINALS	0

Extended Budget Description
Engineering and Construction costs for this program account for the underground tanks identified after the project had begun. These tanks were identified and the site was properly re-mediated. Funds are needed to account for engineering and construction costs associated with this remediation.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$72,000
Local			$18,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$90,000**

Milestone Name	Est. Completion Date	Description
Start Date	2/2/2018	Initiate engineering and construction for work needed following the discovery of underground tanks at site.
End Date	8/31/2018	Project, and all consequent engineering and design activities will be completed.

Budget Activity Line Item: 11.33.03 - TERMINAL, INTERMODAL (TRANSIT)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.33.03	TERMINAL, INTERMODAL (TRANSIT)	CONSTRUCTION OF BUS STATIONS/TERMINALS	0

Extended Budget Description
Construction of a transit terminal, including all associated costs: paving for bus drop off points, bus bays, and parking, including overhead canopy, and additional parking & circulation; signage, pedestrian access & sidewalks, and lighting; Passenger amenities inside the building including lobby, ticketing and information delivery, restrooms, security system, mechanical/HVAC work, and furnishings; Landscaping and irrigation; Connections such as electrical, telecommunications, water, sewer and HVAC for retail shell space. All other construction costs (concrete, masonry, steel, wood and plastics, thermal/joint protection, doors & windows, finishes, specialties, equipment, furnishings, mechanical/plumbing, and electrical systems) and related costs. The total FTA funds requested for this project is $728,000, and the local cash match will be provided is $182,000.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$728,000
Local			$182,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$910,000**

Milestone Name	Est. Completion Date	Description
Start Date	2/26/2018	Construction is ongoing, and is anticipated to be completed summer 2018.
End Date	8/31/2018	All construction, and other milestones associated with this project will be completed by 08/31/2018.

Project Environmental Findings

Finding: Class II(d) - Categorical Exclusions (D-List)

Class Level Description

Class II(d) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(d) does require documentation.

Categorical Exclusion Description

Type 09: Other

Date Description	Date
Class IId CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.31.03	TERMINAL, INTERMODAL (TRANSIT)	0	$72,000.00	$90,000.00

Finding: Class II(d) - Categorical Exclusions (D-List)

Class Level Description

Class II(d) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(d) does require documentation.

Categorical Exclusion Description

Type 09: Other

Date Description	Date
Class IId CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.33.03	TERMINAL, INTERMODAL (TRANSIT)	0	$728,000.00	$910,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Christopher Macneith
Comment Type	Application Details
Date	11/29/2018

The Lower Rio Grande Valley Development Council must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board's ADA Accessibility Guidelines. Found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities

Specifically, Lower Rio Grande Valley Development Council must comply with the ADA Standards for Transportation Facilities in the construction/renovation for the following project:

- Grant was entered in TEAM as an amendment, but was not processed due to the TRAMS transition. The prior TEAM/TRAMS grants TX-90-Y057 & TX-2018-008 are the initial grants for funding the Edinburg Multimodal Transit Facility: -TX-90-Y057: Federal request of $2,700,000 & a local contribution of $675,000 for a total eligible amount of $3,375,000 -TX-2016-008: Federal request of $1,652,955 & a local contribution of $413,239 for a total eligible amount of $2,066,164 This request is to increase the funding amount for the Edinburg Transit Terminal for engineering/design, construction and other associated activities. Through assessments, an underground tank was discovered at project site. Funding is needed for remediation of site to remove tank from project site. There will also be an increase of funding for for construction in order to complete project. Funding identified for increase in award was identified in the TIP.

The following is a non-exhaustive list of ADA standards that Lower Rio Grande Valley Development Council must comply with when completing this project:

Comment

Requirements to Remember for ADA Compliance in Construction Projects
The ADA Standards issued by the Department of Transportation (DOT) apply to facilities used by state and local governments to provide designated public transportation services, including bus stops and stations, and rail stations. Other types of facilities covered by the ADA are subject to similar ADA Standards issued by the Department of Justice. Both the DOT and DOJ standards are based on the United States Access Board ADA Accessibility Guidelines (ADAAG).
DOT's ADA Standards (2006) are consistent with the Access Board's updated ADA (and ADAAG) guidelines but includes a few additional requirements concerning:
• Location of Accessible Routes (206.3)
• Detectable Warnings on Curb Ramps (406.8)
• Bus Boarding and Alighting Areas (810.2.2)
• Rail Station Platforms (810.5.3)
The complete ADA Standards for Transportation Facilities can be found at the US Access Board Website: (ADA Standards for Transportation Facilities)

Requirements to Remember for: New Construction of Facilities
Sixty percent of all public entrances to the facility must be accessible. If there are only two entrances, both must be accessible. (DOT ADA Standard 206.4.1.)
For rail projects, no flange way gap can be greater than 2.5" where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks). (DOT ADA Standard 810.10.)

Accessible routes that coincide with, or are located in the same area, as general circulation paths and elements such as ramps, elevators, and fare vending and collection must be placed so as to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public. (DOT ADA Standard 206.3.)

Curb ramps must have detectable warnings. (DOT ADA Standard 406.8.)

Bus boarding and alighting areas must be in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy), dimensions (96" long x 60" wide); connection to sidewalks, streets and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems. (DOT ADA Standard 810.2.)

Station platforms must be coordinated with the vehicle floor height. (DOT ADA Standard 810.5.3.)

Requirements to Remember for: Alterations or Additions to Facilities
Altered or added portions of the facility must be made accessible. (DOT ADA Standard 201 and DOT ADA Regulation 49 C.F.R. 37.43(a)(1).)
The path of travel to the altered or added portion of the facility must be made accessible, to the maximum extent feasible. (DOT ADA Regulation 49 C.F.R. 37.43(a)(2) and DOT ADA Standard 202.3.)

If the path of travel cannot be made accessible, the grantee must submit to FTA an analysis demonstrating that the cost of making the path of travel accessible is disproportionate to (i.e., > 20%) the cost of the alterations or additions to the primary function area. (DOT ADA Standard 202.4 and DOT ADA Regulation 49 C.F.R. 37.43(e)(1).)

Requirements to Remember for: Bus Rapid Transit Systems
ADA standards apply to buses and bus boarding and alighting areas as well as BRT vehicles and stops/stations. (DOT ADA Regulation 49 C.F.R. Part 38, Subpart B and DOT ADA Standard 810.)
If not using a lift or ramp to provide level boarding, the grantee must submit to FTA a demonstration of equivalent facilitation. (DOT ADA Regulation 49 C.F.R. 37.7(b) and DOT ADA Regulation 49 C.F.R. 38.2.)
If roadways are being resurfaced or otherwise altered as part of a BRT project, curb ramps must be installed at crosswalks that have been affected. (DOT ADA Standard 106.5.)
Requirements to Remember for: Light Rail Projects
Complimentary paratransit service must be provided for fixed-route systems. (DOT ADA Regulation 49 C.F.R. Part 37, Subpart F.)
Requirements to Remember for: Remanufacture or Rebuilt Vehicles
Remanufactured or rebuilt vehicles must be accessible. (DOT ADA Regulation 49 C.F.R. 37.75; DOT ADA Regulation 49 C.F.R. 37.83; and DOT ADA Regulation 49 C.F.R. 37.89.)

If a remanufactured or rebuilt vehicle will not be accessible, the grantee must submit information to FTA demonstrating that the structural integrity of the vehicle would be significantly compromised if it is made accessible. Include an appropriate structural engineering analysis. (DOT ADA Regulation 49 C.F.R. 37.75 (c); DOT ADA Regulation 49 C.F.R. 37.83(c) and

DOT ADA Regulation 49 C.F.R. 37.89(c).)

Requirements to Remember for: FTA-assisted vehicle purchases:

Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that have been approved or has not been disapproved, at the time of solicitation are eligible to bid per 49 CFR Part 26.49(a)(1).

As your agency undergoes the procurement process for vehicles, please ensure that you are in compliance with these requirements and verifying that any manufacturers bidding on the contract have so complied. Please find linked here a list of transit vehicle manufacturers (TVMs) that have DBE programs and goals which are FTA-approved. Therefore, these TVMs are approved to bid on and be awarded FTA-assisted vehicle contracts. This list is regularly updated by FTA and should be used as reference for your upcoming vehicle purchases, but if you do not see a TVM on the list and are under the impression that it had an FTA-approved program, please contact me to confirm.

As a side note, there are a number of TVMs that have submitted DBE programs to FTA, but they are currently under review. The list of TVMs that fall into this category is not published by FTA, but if you receive a bid from a TVM that is not on the list linked above and would like to verify whether it has submitted a program under review, please feel free to contact me for that information.
Effective November 2014, FTA recipients are required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Remember, only eligible TVMs may bid on FTA-assisted transit vehicle procurements.
Recipients must use the online Transit Vehicle Award Reporting Form [external link] to report the required information on transit vehicle procurement awards. For more information on the TVM program requirements, please refer to the TVM webpage. The link to the electronic reporting form may also be found on the list of eligible TVMs.
The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Application Review Comments

Comment By	
Comment Type	FTA Post Review Comments for Grantee
Date	6/6/2018
Comment	This grant is returned in order to respond to comments regarding referenced TEAM grants in the executive summary.

Application Conditions

Entered By	Eldridge Onco
Condition Type	Special Conditions
Date	2/1/2019
Condition	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated December 31, 2018, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Entered By	Eldridge Onco
Condition Type	Special Conditions
Date	2/1/2019
Condition	As set forth in FTA's publication of the Instructions for the FY 2018 Certifications and Assurances, the recipient's FY 2018 Certification and Assurances may support this award of financial assistance until the publication of FTA's FY 2019 Certification and Assurances in the Federal Register or when FTA's FY 2019 Certifications and Assurances are posted on FTA's public website.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-25, October 1, 2018)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

(1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

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

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Lower Rio Grande Valley Development Council

Recipient ID: 1868

DUNS No: 010537520

Award Information

Federal Award Identification Number: TX-2019-005-00

Award Name: LRGVDC FY 17 Section 5307 - Edinburg Multimodal Transit Facility Part 3

Award Start Date: 2/1/2019

Award End Date: 5/31/2019

Award Executive Summary: Grant was entered in TEAM as an amendment, but was not processed due to the TRAMS transition. The prior TEAM/TRAMS grants TX-90-Y057 & TX-2018-008 are the initial grants for funding the Edinburg Multimodal Transit Facility:
-TX-90-Y057: Federal request of $2,700,000 & a local contribution of $675,000 for a total eligible amount of $3,375,000
-TX-2016-008: Federal request of $1,652,955 & a local contribution of $413,239 for a total eligible amount of $2,066,164

This request is to increase the funding amount for the Edinburg Transit Terminal for engineering/design, construction and other associated activities. Through assessments, an underground tank was discovered at project site. Funding is needed for remediation of site to remove tank from project site. There will also be an increase of funding for for construction in order to complete project. Funding identified for increase in award was identified in the TIP.

The increase amount of FTA FY 2017 Section 5307 funds will be $800,000 and a local match of $200,000 cash.

FTA Amount Description Breakdown: $800,000
-11.31.03 Engineering and Design (A&E) = $72,000
-11.31.03 Construction = $800,000

Local Funds Amount Description Breakdown: $200,000
-11.31.03 Engineering and Design (A&E) = $18,000
-11.31.03 Construction = $200,000

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $1,000,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $800,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $200,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $800,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $200,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$800,000
Local			$200,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,000,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

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

Review Decision: DOL Concurs - Certified
Original Certification Date: 1/2/2019

Special Conditions

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	2/1/2019
Comment	As set forth in FTA's publication of the Instructions for the FY 2018 Certifications and Assurances, the recipient's FY 2018 Certification and Assurances may support this award of financial assistance until the publication of FTA's FY 2019 Certification and Assurances in the Federal Register or when FTA's FY 2019 Certifications and Assurances are posted on FTA's public website.

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	2/1/2019
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated December 31, 2018, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 2/1/2019

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, 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 Recipient intends to enter into a legally binding agreement in which the Recipient:
(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.

Executed By:
Ron Garza
Executive Director
Lower Rio Grande Valley Development Council
2/1/2019

THE CITY OF Edinburg

CONTRACT NO.	City Council Approved
C-07-19	October 2, 2018

To:

Juan G. Guerra, CPA, City Manager
Tom Reyna, Public Works Director
Dagoberto Soto, Finance Dir/Lorena
Ludy Leal, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 1995

From: Martha Jenkins
Martha Jenkins, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

Consider authorizing the City Manager to execute Amendment Number Three to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg and Edinburg Economic Development Corporation to extend the agreement one additional year for the Joint Development of the Edinburg Transit Terminal

Comment:
03-22-19 Omar, please approve as to form.
03-22-19 Dora, please have City Manager sign the attached contract and return same to me for further processing. Thank you.
04-02-19 Ludy, please attest and return all originals to me for further processing.
04-02-19 Tom, an original for your files and one for LRGVDC.
04-02-19 Joe, an original for Central Files.

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER 3 TO THE INTERLOCAL**
	§	**AGREEEMENT BETWEEN THE LOWER RIO GRANDE VALLEY**
COUNTY OF HIDALGO	**§**	**DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE**
	§	**EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR**
SERVICE CONTRACT	**§**	**JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL**

AMENDMENT NUMBER 3
TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT
OF THE EDINBURG TRANSIT TERMINAL

This third Amendment to Agreement is entered into by and between **the Lower Rio Grande Valley Development Council**, hereinafter referred to as "**LRGVDC**", the **City of Edinburg**, hereinafter referred to as "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter referred to as "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement"). On June 28, 2016, City Council approved Amendment Number 1 for additional professional services and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955.00 and are attached hereto as Exhibit "A" and made a part hereof for all purposes; and,

WHEREAS, all parties approved Amendment Number 2 of the Interlocal Agreement to extend the expiration date to June 30, 2018; and,

WHEREAS, all parties desire to amend the Interlocal Agreement to reflect the expiration date as per Article 3. Term below.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in the entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2019, as agreed to by the PARTIES. This Agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement, not specifically in conflict with this Amendment Number 3, shall remain the same.

This third Amendment to Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this 2nd day of October, 2019.

CITY OF EDINBURG

By:_____
Juan G. Guerra, CPA
City Manager

ATTEST:

By:_____
Ludivina Leal, City Secretary

APPROVED AS TO FORM:
Oxford and Gonzalez

By:_____
Omar Ochoa, City Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By:_____
Ron Garza, Executive Director

ATTEST:

By:_____
Crystal Balboa
Finance Director

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By:_____
Joey Trevino, Executive Director

APPROVED AS TO FORM:
Vela Law Firm

By:_____
Aaron Vela, EEDC Attorney

ATTACHMENTS: Exhibit A: Amendment 2-Interlocal Agreement

EXHIBIT "A"

THE STATE OF TEXAS	§	AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL
COUNTY OF HIDALGO	§	
SERVICE CONTRACT	§	

AMENDMENT NUMBER 1
TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This first Amendment to Agreement is entered into by and between **Lower Rio Grande Valley Development Council**, hereinafter called the "**LRGVDC**", the **City of Edinburg**, hereinafter called "**EDINBURG**", and the **Edinburg Economic Development Corporation**, hereinafter called "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014 the LRGVDC, EDIBNURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement") and is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the LRGVDC, EEDC, and the City determined that additional facilities are needed to complete the function of the Project as a multi-use facility and instructed the consulting Architect to make such provisions. As such, the LRGVDC requested additional professional service and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955 (bringing total funds awarded through FTA in the amount of $4,352,955) with a required local cash match in the amount of $413,239; and

WHEREAS all parties desire to amend the Interlocal Agreement to reflect the additional funding amount by the FTA through the LRGVDC, restate the land match by the EEDC, and provide for the additional local cash match to be paid by the EEDC.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles, and will read in their entirety as follows:

ARTICLE 2. CONTRACT AMOUNT

The maximum amount of FTA Funds Payable to EDINBURG will be **$4,766,194** with the local match provided by EEDC in the amounts of **$675,000** (Land Match) and **$413,239** (Cash Match) as stated in "Exhibit "B".

APPROVED AS TO FORM:
VELA LAW FIRM

Aaron Vela, CPA, JD, EEDC Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BY: _____
Kenneth N. Jones, Executive Director

ATTEST:

BY: _____
Mayor, Tony Martinez, LRGVDC Board President

ATTACHMENTS: Exhibit A: Original Interlocal Agreement
Exhibit B: Additional Funds Approval Letter from LRGVDC
Exhibit C: Federal Transit Administration Certifications and Assurances
Exhibit D: City of Edinburg Title VI

Exhibit "A"

THE CITY OF EDINBURG

CONTRACT NO. **City Council Approved: 12-02-14**

C-62-15

TO:
Ramiro Garza, City Manager
Ponciano N. Longoria, P.E., Director of Public Works
Central Files

From:
Blanca Rodriguez, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@ci.edinburg.tx.us

Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg, the Edinburg Economic Development Corporation, and the Lower Rio Grande Valley Development Council for the Joint Development of the Edinburg Transit Terminal.; Dated 12/02/2014

Comment:

12-03-14 Adelita, please have Ramiro sign four originals, and return all four originals back to me, along with this Routing Form, for further processing. Thank you.

12-04-14 Ponciano/Tom, attached are two originals. Please return one original to LRGVDC and one to Edinburg EDC and retain one original for your files.

12-04-14 Joe, for Central Files,

2. EDINBURG will provide project management of the contractors secured through the procurement process, including but not limited to: ensuring adherence to budget and milestones, compliance with all FTA and other regulations, coordination of payments, adherence to best practices and industry standards, and reporting. EDINBURG will ensure that its employees or contractor employees do not in any way represent themselves as having any employer/employee relationship with the LRGVDC.

3. EDINBURG agrees to hold the LGRVDC harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

4. LRGVDC agrees to hold EDINBURG harmless against any and all claims, liability, demands, expenses, and causes of action of any kind arising from this project, including any claims arising from termination before the end of the term.

5. EDINBURG agrees to follow all Federal Transit Administration and Texas Department of Transportation policies and guidelines, including adhering to the Davis-Bacon Act. EDINBURG will not undertake any activity that may cause LRGVDC to violate any provision of FTA's certifications and assurances.

6. EDINBURG will submit monthly requests for payment with supporting documentation by the 30th day of the month. Each request will be on letterhead signed by an individual with the authority to request payment, and will contain:

1. A summary table of the total amount requested for payment and a line item description of each activity for which payment is being requested.

2. A narrative and data table describing progress made on the project.

3. Documentation of any expense made. (All expenses must be incurred only after the effective date of this agreement.)

7. EDINBURG will maintain records of all documents and materials related to this project indefinitely. EDINBURG agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this agreement.

8. EDINBURG and LRGVDC will insure that the contractor will be responsible for maintaining, preserving, and protecting all construction funded through this agreement and will maintain insurance coverage for any and all claims of liability.

9. EDINBURG will indicate, both on-site and in any publicity associated with it, that the project was made possible through a partnership between EDINBURG, EEDC, LRGVDC – Valley Metro, and the FTA.

10. EDINBURG must ensure payment for all expenses it incurs prior to requesting reimbursement from the LRGVDC. LRGVDC will request funding reimbursements from FTA for eligible activities under this project only when supporting documentation is provided by EDINBURG showing that the activity has been completed and payment

ARTICLE 4. TERMINATION

1. The PARTIES may terminate this agreement by giving notice in writing at least ninety (90) days prior to the effective date of termination to the other PARTIES. The notice will specify the effective date of termination, the reason for the termination, and other termination instructions.

2. In the event of termination for convenience, none of the PARTIES shall be subject to additional liability except as otherwise provided in this agreement.

3. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment will be disposed of according to FTA rules and regulations. EDINBURG will be wholly responsible for any reimbursements due to FTA.

ARTICLE 5. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to EDINBURG: City of Edinburg
ATTN: Ramiro Garza
City Manager
415 W. University Dr.
Edinburg, TX 78541
Phone: (956) 388-8207
Email: rgarza@cityofedinburg.com

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

City Attorney

APPROVED AS TO FORM:

Cynthia Contreras Gutierrez, EEDC Attorney

ATTEST

By: _____
Mayor Chris Boswell, LRGVDC Board President

Exhibit "B"

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 6, 2016

Richard M. Hinojosa
City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78540

Re: Edinburg Transit Terminal Project

Dear Mr. Hinojosa,

On behalf of the Lower Rio Grande Valley Development Council (LRGVDC) – Valley Metro, we are glad to inform you that the additional funding for the Edinburg Transit Terminal Project has been approved by the Federal Transit Administration (FTA) in the amount of $1,652,955 and a required local match of $413,239. Listed below is the total project break down amount:

Initial Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011 & FY 2012	$2,700,000	$675,000 (Land Match)	$2,700,000

Additional Project Funds

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2015	$1,652,955	$413,239 (cash)	$2,066,194

Total Project Amount

Fiscal Year	FTA Amount	Local Amount	Total Amount
FY 2011, 2012, 2015	$4,352,955	$413,239 (cash)	$4,766,194

As per our agreement, the Edinburg Economic Development Corporation will need to pay the local match in order to request reimbursements for this project.

We want to thank the City, Edinburg EDC, and your staff for your partnership and taking the role of program manager for this project and we look forward in working with you on this project.

EXHIBIT "C" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

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

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

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

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

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

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:
1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement.

j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal assistance is provided for its Award,
   (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
   (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
   (4) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
   a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
      (1) Construct any facility,
      (2) Obtain any rolling stock or other equipment,
      (3) Undertake studies,
      (4) Conduct research, or
      (5) Participate in any benefit or obtain any benefit from any FTA administered program.
   b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
      (1) Excluded from participation,
      (2) Denied benefits, or
      (3) Otherwise subjected to discrimination.

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
      (a) Debarred from participation in any federally assisted Award,
      (b) Suspended from participation in any federally assisted Award,
      (c) Proposed for debarment from participation in any federally assisted Award,
      (d) Declared ineligible to participate in any federally assisted Award,
      (e) Voluntarily excluded from participation in any federally assisted Award, or
      (f) Disqualified from participation in any federally assisted Award.

5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
      (1) The legal authority to apply for federal assistance,
      (2) The institutional capability,
      (3) The managerial capability, and
      (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
   b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
      (1) FTA,
      (2) The Comptroller General of the United States, and
      (3) The State, through an appropriate authorized representative.
   c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
   d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
      (1) A personal or organizational conflict of interest or personal gain, or

(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
(10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
(1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
(2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
(a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.
(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
(b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
1 Displaced families or individuals, and
2 Displaced corporations, associations, or partnerships.

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
(1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
(4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
(7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f").
(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
(11) Complying with and facilitating compliance with:
(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

l. It will comply with all other federal laws, regulations, and requirements that apply.
m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and
      (2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
   a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
   a. It acquires the property or an interest in the property of a private provider of public transportation, or
   b. It operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

(4) Federal guidance, except as FTA determines otherwise in writing.

e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.

f. You and your Applicant agree that:

(1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

(b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:

(a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,

(b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or

(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.

b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.

c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

c. An Early Systems Work Agreement,
d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).

e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
   (1) The applicable general provisions of 49 U.S.C. § 5323, and
   (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. As required by 49 U.S.C. § 5307(d):
   (1) It has or will have the amount of funds required for the non-federal share,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. It has made or will make the final list of Projects for which an Award is sought available to the public.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.

(4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.

c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.

d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:

(1) The recipient possessing the facility or equipment consents to the transfer, and

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

e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:

a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.

c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.

d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:

(1) The applicable general provisions of 49 U.S.C. § 5323, and

(2) The applicable third party contract provisions of 49 U.S.C. § 5325.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
   a. The statewide transportation improvement program, and
   b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
   a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
   b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
   a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
   b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Category 05.B (Bus Testing),
   c. Category 06 (Demand Responsive Service),
   d. Category 07 (Intelligent Transportation Systems), and
   e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA.

g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.

h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

(4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
(5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
(6) It has made or will make the final list of Projects for which an Award is sought available to the public.

g. With respect to the non-federal share:
(1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
(2) It will provide the non-federal share from sources approved by FTA, and
(3) It will provide the non-federal share when needed.

h. It has complied or will comply with and will require each Subrecipient to comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____

OR

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

Category	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

EXHIBIT "D" TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

EEDC

THE CITY OF Edinburg

CONTRACT NO.

C-269-21

City Council Approved:

April 6, 2021

To:

Ron Garza, City Manager/Marissa
Blanca Davila, EEDC Director
Myra L. Ayala, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 1995

From:
Martha Jenkins, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

Amendment Five of the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation for the joint development of the Edinburg Transit Terminal. (The EDC Board approved this item by a vote of 6-0 on March 30, 2021.)

Comment:
04-08-21 Omar, please approve.
04-08-21 Marissa, please have City Manager sign and return to me for further processing.
04-15-21 Myra, please attest and return all originals to me for further processing.
04-16-21 Blanca/Nidian, an original for your files.
04-16-21 Joe, an original for Central Files.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NUMBER 5 TO THE INTERLOCAL AGREEEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

AMENDMENT NUMBER 5 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This Amendment is entered into by and between the Lower Rio Grande Valley Development Council, hereinafter referred to as "**LRGVDC**", the City of Edinburg, hereinafter referred to as "**EDINBURG**", and the Edinburg Economic Development Corporation, hereinafter referred to as "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement").

WHEREAS, the PARTIES desire to cooperate in the joint development and construction of a transit terminal and parking facility in Edinburg, Texas as described in FTA Grant #TX-90-Y057; and

WHEREAS, this project will improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, improve safety, generate economic activity, enhance the value of local property, and is the second project of the Downtown Revitalization Streetscape; and

WHEREAS, on June 28, 2016, the Edinburg City Council approved Amendment Number 1 for additional professional services and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955.00. The Agreement and Amendment Number 1 are attached as Exhibit A; and,

WHEREAS, all parties approved Amendment Number 2 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2018; and,

WHEREAS, all parties approved Amendment Number 3 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2019; and,

WHEREAS, all parties approved Amendment Number 4 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2020; and,

WHEREAS, all parties desire to amend the Interlocal Agreement to reflect the expiration date of June 30, 2022 and to include additional funds that have been awarded through the FTA in the amount of $800,000 with a $200,000 local match from the EEDC.

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles in the entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2022, as agreed to by the PARTIES. This Agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement, not specifically in conflict with this Amendment Number 5, shall remain the same.

This fifth Amendment to Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this 31 day of March, 2021

CITY OF EDINBURG

Ron Garza, City Manager

ATTEST:

Myra L. Ayala, City Secretary

APPROVED TO FORM:
The Omar Ochoa Law Firm

Omar Ochoa, City Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUCNIL

Manuel Cruz, Executive Director

ATTEST:

Crystal Balboa, Finance Director

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

Blanca Davila, Director

THE CITY OF Edinburg

CONTRACT NO.

C-356-22

City Council Approved:

June 7, 2022

To:

Myra L. Ayala, City Manager/Marissa
Tomas D. Reyna, Asst. City Manager/ Claudette
Dagoberto Soto, Finance Director/Lorena
Clarice Balderas, City Secretary
Rick Rodriguez, Central Files

From:
Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

Amendment No. 6 to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation to Extend the Agreement for Two Additional Years for the Joint Development of the Edinburg Transit Terminal.

COMMENTS:

06-09-22 Omar, please approve.
06-09-22 Marissa, please have City Manager sign and return to me for further processing.
06-14-22 Clarice, please attest and return to me for further processing.
06-14-22 Claudette, please route to LRGVDC for signatures and, once signed, please route a copy to me for further processing.
06- -22 Claudette, an original for your files
06- -22 Rick, an original for Central Files.

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER 6 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL**
COUNTY OF HIDALGO	**§**	

AMENDMENT NUMBER 6 TO THE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL

This Amendment is entered into by and between the Lower Rio Grande Valley Development Council, hereinafter referred to as "**LRGVDC**", the City of Edinburg, hereinafter referred to as "**EDINBURG**", and the Edinburg Economic Development Corporation, hereinafter referred to as "**EEDC**".

RECITALS

WHEREAS, on December 02, 2014, the LRGVDC, EDINBURG, and EEDC approved an Interlocal Agreement for the Joint Development and construction of the Edinburg Transit Terminal (hereinafter referred to as "the Agreement").

WHEREAS, the PARTIES desire to cooperate in the joint development and construction of a transit terminal and parking facility in Edinburg, Texas as described in FTA Grant #TX-90-Y057; and

WHEREAS, this project will improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, improve safety, generate economic activity, enhance the value of local property, and is the second project of the Downtown Revitalization Streetscape; and

WHEREAS, on June 28, 2016, the Edinburg City Council approved Amendment Number 1 for additional professional services and construction funds through the FTA and was awarded additional funds in the amount of $1,652,955.00.; and,

WHEREAS, all parties approved Amendment Number 2 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2018; and,

WHEREAS, all parties approved Amendment Number 3 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2019; and,

WHEREAS, all parties approved Amendment Number 4 of the Interlocal Agreement to extend the expiration date of the Agreement to June 30, 2020; and,

WHEREAS, all approved Amendment Number 5 to reflect the expiration date of June 30, 2022 and to include additional funds that have been awarded through the FTA in the amount of $800,000 with a $200,000 local match from the EEDC.

WHEREAS, all parties desire to amend the Interlocal Agreement to reflect the expiration date of June 30, 2024

NOW, THEREFORE, the Agreement, is hereby amended by amending the following articles in the entirety as follows:

ARTICLE 3. TERM

The term of this Interlocal Agreement begins when signed by both parties and automatically expires on June 30, 2024, as agreed to by the PARTIES. This Agreement may be amended or extended upon mutual agreement of the PARTIES.

All other provisions of the Agreement, not specifically in conflict with this Amendment Number 5, shall remain the same.

This sixth Amendment to Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this _____ day of _____, 2022

CITY OF EDINBURG

_____
Myra L. Ayala, City Manager

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED TO FORM:
The Omar Ochoa Law Firm

_____
Omar Ochoa, City Attorney

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

_____
Manuel Cruz, Executive Director

ATTEST:

_____
Crystal Balboa, Finance Director

CITY OF EDINBURG, TEXAS

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

_____
Blanca Davila, Director

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action on conveyance of the Edinburg Transit Terminal land to the Lower Rio Grande Valley Development Council as per the agreement.

1. **Agenda Item:**
   Discussion and possible action on conveyance of the Edinburg Transit Terminal land to the Lower Rio Grande Valley Development Council as per the agreement.
2. **Description/Scope:**
   On March 3, 2014, the Lower Rio Grande Valley Development Council (LRGVDC) and the Edinburg EDC (EEDC) entered into an interlocal agreement for the construction of a multimodal transit facility.

   One of the interlocal agreement recitals stipulates:

   - After LRGVDC receives concurrence from FTA of the appraisal and review appraisal of the real property, then the EEDC shall convey the real property to LRGVDC with a Special Warranty Deed.

   On December 2, 2014, a new interlocal agreement between the LRGVDC, EEDC, and City of Edinburg was entered into for the joint development of the Edinburg Transit Terminal. The agreement stipulated the City of Edinburg would procure all services needed to complete the project through the design and construction phases and would provide project management of the contractors secured through the procurement process.

3. **Estimated Timeline:**
   Amendment 5 expiration date is June 30, 2022.

4. **Budget:**
   Transit estimated budget: $2.8M for first floor finish out.
5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval.

7. **Justification:**
   As per the interlocal agreement recitals section, the EEDC shall convey the real property located at 617 W University Dr. Edinburg, TX 78539 to LRGVDC.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Deliberation regarding economic development negotiations (Project Matrix, Project Folk Art, Project Yellow Brick, Project Eagle, Project Next Generation, Project Liquid, Project Green Sky, Project Orange). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting.)

1. **Agenda Item:**
   Deliberation regarding economic development negotiations (Project Matrix, Project Folk Art, Project Yellow Brick, Project Eagle, Project Next Generation, Project Liquid, Project Green Sky, Project Orange). (Â§551.087 Deliberation Regarding Economic Development Negotiations; Â§551.071. Consultation with Attorney; Closed Meeting.)
2. **Description/Scope:**
   Closed Meeting.

3. **Estimated Timeline:**
   Closed Meeting.

4. **Budget:**
   Closed Meeting.

5. **Procurement/Selection Process:**
   Closed Meeting.

6. **Staff's Recommendation:**
   Closed Meeting.

7. **Justification:**
   Closed Meeting.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____

Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (§551.072. Deliberation Regarding Real Property; Closed Meeting)

1. **Agenda Item:**
   Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (SS551.072. Deliberation Regarding Real Property; Closed Meeting)
2. **Description/Scope:**
   Closed Meeting.

3. **Estimated Timeline:**
   Closed Meeting.

4. **Budget:**
   Closed Meeting.

5. **Procurement/Selection Process:**
   Closed Meeting.

6. **Staff's Recommendation:**
   Closed Meeting.

7. **Justification:**
   Closed Meeting.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Consultation with City Attorney regarding Santana Textiles.
(§551.071. Consultation with Attorney; Closed Meeting)

1. **Agenda Item:**
   Consultation with City Attorney regarding Santana Textiles. (SS551.071. Consultation with Attorney; Closed Meeting)
2. **Description/Scope:**
   Closed Meeting.

3. **Estimated Timeline:**
   Closed Meeting.

4. **Budget:**
   Closed Meeting.

5. **Procurement/Selection Process:**
   Closed Meeting.

6. **Staff's Recommendation:**
   Closed Meeting.

7. **Justification:**
   Closed Meeting.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	

Edinburg Economic Development Corporation
Meeting Date:June 28, 2022

Consultation with City Attorney regarding the Edinburg Economic Development Corporation's Bylaws. (§551.071. Consultation with Attorney; Closed Meeting)

1. **Agenda Item:**
   Consultation with City Attorney regarding the Edinburg Economic Development Corporation's Bylaws. (SS551.071. Consultation with Attorney; Closed Meeting)
2. **Description/Scope:**
   Closed Meeting.
3. **Estimated Timeline:**
   Closed Meeting.
4. **Budget:**
   Closed Meeting.
5. **Procurement/Selection Process:**
   Closed Meeting.
6. **Staff's Recommendation:**
   Closed Meeting.
7. **Justification:**
   Closed Meeting.

_____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	