

RESOLUTION NO. 2308

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWLA-RPC) FOR LOUISIANA PLANNING DISTRICT 5 AND THE POLICY COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION (MPO) AUTHORIZING THE EXECUTIVE DIRECTOR MICHAEL HOLLIER TO ENTER INTO A PLANNING GRANT AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR MPO PLANNING SERVICES 2025-2026.

WHEREAS, the Board of Directors of the Southwest Louisiana Regional Planning Commission and the Transportation Policy Committee of the Lake Charles Metropolitan Planning Organization have need to expand and further evaluate transportation improvements through the planning process; **AND**

WHEREAS, the Commission has budgeted and dedicated necessary resources in conjunction with the contract agreement to meet needs of the MPO Planning Scope of Work; **AND**

WHEREAS, the Transportation Policy Committee has considered and expressed support for the work tasks identified in the Unified Planning Work Program (UPWP); **AND**

WHEREAS, the Commission agrees to comply with all State and Federal regulations for contracts which they enter into; **AND**

WHEREAS, the Commission has the authority by State statute to enter in and carry out State and Federal contracts; **AND**

WHEREAS, the attached contract is to provide public transportation Mobility Manager Support;

NOW THEREFORE BE IT RESOLVED BY THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION BOARD OF DIRECTORS AND THE METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION POLICY COMMITTEE HEREBY AUTHORIZES EXECUTIVE DIRECTOR MICHAEL HOLLIER TO ENTER INTO A PLANNING GRANT AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR SWLA-RPC MPO PLANNING SERVICES IN 2025-2026 UNDER STATE PROJECT CONTRACT NUMBER PL 18-10-26 BEGINNING JULY 1, 2025, WHICH IS ATTACHED AND MADE A PART OF THIS RESOLUTION.

THIS RESOLUTION BEING APPROVED AND ADOPTED ON THE 18TH DAY OF JUNE 2025.

ATTEST:

Michael Hollier


Jacob Dillehay, Chair

I hereby certify that the above and foregoing is true and exact extract from the minutes of a meeting of the Southwest Louisiana Regional Planning Commission (SWLA-RPC) held on June 25, 2025, at which a quorum was present and voting, all as shown by the records of the said meeting in the Minutes Book of said Commission.


Mayor Hal McMillin, Chair
Transportation Policy Committee

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
PUBLIC TRANSPORTATION SECTION**

**STATE PROJECT NO. PL 18-10-26
MOBILITY MANAGER SUPPORT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 20.509**

THIS AGREEMENT, made and executed in two (2) original copies on this _____ day of _____, 2025, by and between the Department of Transportation and Development, Public Transportation Section, hereinafter referred to as "DOTD," and **Southwest Louisiana Regional Planning Commission**, a public agency of the State of Louisiana providing transportation mobility management services within the Metropolitan Planning Commission program area, hereinafter referred to as "Grantee";

WITNESSETH: That;

WHEREAS, public financial resources have been made available to the State of Louisiana under authority of Title 49, U.S.C. Section 5311, for the purpose of providing financial assistance for public transportation in non-urbanized areas of the state; and

WHEREAS, DOTD has been designated by the Governor of the State of Louisiana as the agency responsible for the administration and coordination of this program for the state; and

WHEREAS, DOTD has developed a set of guidelines relating to the procedures that must be adhered to by Grantee before receiving any financial assistance under this program; and

WHEREAS, the purpose of this agreement is to establish a formal understanding between the two parties that the terms and conditions set forth in the guidelines will be followed;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT IDENTIFICATION

State Project Number **PL 18-10-26** has been assigned to this contract for identification purposes. All correspondence, invoices, progress reports, etc., submitted to DOTD in connection with this contract shall be identified by the project number.

ARTICLE II: SCOPE OF SERVICES

The work to be undertaken under this contract shall consist of the work tasks specified in the Contractor's Unified Work Program for **FY 2025/2026**, herein incorporated through reference and made an integral part of this contract.

Mobility Management Transit Services consists of short-range planning, coordination activities, projects for improving coordination among public transportation agencies, and other transportation service providers and the public with the intent of expanding and enhancing knowledge of the availability of services. The primary role of the Regional Mobility Manager is to both enhance and promote regional mobility in the Metropolitan Planning Organization's (MPO's) current Human Services Coordinated Transportation program area through planning for future public transportation needs, developing new regional transportation services, and promoting available transportation resources to the region's residents, businesses, and organizations.

The above work tasks are general in scope and the final determination of the completeness of each task will be determined by the Project Manager. All matters relating to this contract will be processed through a "Project Manager" who will be identified in the "Notice to Proceed" with the work.

ARTICLE III: PERIOD OF PERFORMANCE

The financial assistance as provided for herein shall apply to the actual cost incurred by the Grantee during the period of **July 1, 2025 to June 30, 2026**.

Each month, Grantee shall prepare progress reports for the Project reflecting in detail the status of the work and submit said reports to the Project Manager along with the billing statement as provided hereinafter under partial and final payments.

ARTICLE IV: COMPENSATION

Compensation for the services performed under this contract will be based on reimbursement of the actual cost incurred by Grantee, with a maximum limitation of **\$100,000.00**. DOTD will reimburse Grantee eighty (80%) percent of the actual cost associated with planning assistance in urbanized areas subject to a maximum federal reimbursement of **\$80,000.00**, and Grantee is obligated to pay the balance.

Payment for Grantee's direct labor expense will be based on itemized direct salary costs plus an applicable percentage rate to cover estimated fringe benefits and overhead. Payments for direct expenses not covered as an item of overhead will be based on receipt of a certified billing statement reflecting the direct cost to Grantee with no override for handling. The allowable costs shall be in accordance with the cost principles and procedures set forth in Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures for State and Local Governments.

All costs charged to the project shall be supported by applicable documentation, which is to be retained by Grantee in the official project file. Such documentation shall include copies of employee time sheets and invoices for other direct costs (telephone, materials, travel expenses, etc.) charged to the project. The official project file, subject to inspection and audit by DOTD

and/or the Legislative Auditor, the FTA, the U.S. General Accounting Office or other federal agency, shall be retained for a period of three (3) years from the date of project completion, as determined by DOTD.

The maximum federal reimbursement specified herein may be revised in the event of changes in the scope, complexity or character of work, or because of justifiable increases in Grantee's cost of performing the work, but only upon receipt of prior written approval by DOTD.

As per 2 CFR 200, the MPO may receive indirect costs if it has an indirect cost rate approved by its cognizant agency. Once the Indirect Cost Rate is approved by the DOTD Audit Section, it will be added to the appendix to the contract.

ARTICLE V: REIMBURSEMENTS

Reimbursements to Grantee for costs incurred will be made monthly (or unless otherwise approved in writing by DOTD) based on a certified and itemized billing statement detailed to show the names of the employees, their rates of pay, the time worked, and the various surcharges added to the payroll. The certified and itemized billing statement (of a form acceptable to the DOTD) shall show the total amount earned to the date of submission and the amount due and payable as of the invoice.

The original invoice shall be submitted to the DOTD Program Manager, along with one (1) copy of the monthly progress report, by the fifteenth (15th) day of the following month after incurred costs.

Payments will also be made monthly for direct expenses incurred that are not a part of overhead, upon the inclusion of such in a certified billing statement for such charges. Travel expenses constitute part of the total maximum payable and shall be reimbursed in accordance with the State's Division of Administration Policy and Procedure Memorandum 49 (State General Travel Regulations).

Grantee is obligated to submit final invoices to DOTD within fifteen (15) working days after termination of contract. Notwithstanding the above, the June invoice must be submitted to DOTD by July 10 to meet fiscal year-end closeout deadlines.

ARTICLE VI – PROMPT PAYMENT

Within fourteen (14) calendar days after receiving payment from DOTD, Grantee agrees to pay each subcontractor under this prime contract amounts previously invoiced for work performed or materials furnished under the Contract. Failure to pay subcontractors within fourteen (14) days will be considered in the review of Grantee's performance of the Contract and may result in the withholding of payment to Grantee.

ARTICLE VII - PROJECT MONITORING AND REPORTING

DOTD and/or the Federal Transit Administration (FTA) shall monitor and inspect the performance of the Contractor at its convenience to assure that performance goals are being achieved in an approved manner and that equipment is being properly maintained.

When requested by either DOTD or the FTA, Grantee shall submit a performance report to the Project Coordinator in such manner as may be required. Additionally, all relevant forms outlined in the "Administrative Handbook" will be submitted to DOTD on a monthly basis by the fifteenth (15th) day of the following month on all vehicles providing public transportation or unless approved in writing by DOTD.

ARTICLE VIII - COST RECORDS & ACCESS TO RECORDS

Grantee and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred relative to this project, and shall make such material available at their respective offices at all reasonable times throughout the duration of this project and for three (3) years from the date of final payment for inspection by DOTD, the Legislative Auditor and/or the Office of Governor, the Division of Administration Auditors, the Federal Transit Administration (FTA), the U. S. General Accounting Office, or other federal agency under state and federal Regulations effective as of the date of this Contract, and copies thereof shall be furnished if requested.

For records which relate to (1) appeals under the "Disputes" clause of this agreement, (2) litigation of the settlement of claims arising out of Grantee's performance, or (3) costs and expenses to which exception has been taken by the Comptroller General or any of his duly authorized representatives, the periods of access and examination described above shall continue until such appeals, litigation, claims, or exceptions have been finally resolved. **Grantee shall submit the audits or program review results within six (6) months of the fiscal year end date.** For additional information regarding the Louisiana Legislative Auditor, see <https://www.la.gov/reports-data/audit/Agency/index.shtml?key=1>

All audits shall include a compliance and internal control review as required by OMB 2 CFR 200, as applicable.

Audits will be reviewed to ensure that all costs used to calculate reimbursements under this Contract were allowable. Grantee will be required to reimburse to the state any funds which were overpaid to Grantee under this Contract by the inclusion of costs which are found unallowable during the audit review process. Grantee shall be notified in writing of any reimbursements required and shall have thirty (30) days after receipt of notification to reimburse the funds.

ARTICLE IX - PROJECT CHANGES

Occasionally, during the course of this project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective, and scope shall be justified by Grantee and forwarded to DOTD and the FTA for approval.

Any extensions in the scope of services required or increases in Project costs will require a fully executed supplemental agreement. The supplemental agreement will establish the extent of changes, extensions, and modifications and the compensation therefor.

ARTICLE X - TERMINATION OR SUSPENSION

(1) Suspension.

DOTD reserves the right to suspend the Contract and withhold further payments, or prohibit Grantee from incurring additional obligations pending corrective action by Grantee.

(2) Termination for Default.

DOTD reserves the right to terminate the Contract in whole or in part at any time before the date of completion, upon written notice to Grantee that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Grantee or recoveries by DOTD and/or the FTA shall be in accordance with the legal rights and liabilities of the parties, including the reassignment of all FTA inventory.

(3) Termination by Consent of the Parties.

DOTD or Grantee may terminate the Contract in whole or in part if both parties agree that the continuation of the Contract program will not produce beneficial results commensurate with the further expenditure of funds. DOTD and Grantee shall agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. DOTD shall allow full credit to Grantee for the federal share of the non-cancellable obligations properly incurred by Grantee prior to termination.

(4) Termination for Convenience.

DOTD may terminate the Contract in whole or in part upon thirty (30) days' written notice by certified mail.

(5) Termination for Reasons beyond the Control of Both Parties.

DOTD or Grantee may terminate the grant in whole or in part when an extraordinary event or circumstance beyond the reasonable control of the parties prevents one or both parties from meeting their contractual obligations.

ARTICLE XI - FUNDING CONTINGENCY

The Contract is contingent upon FTA approval and appropriation of funds. DOTD reserves the right to terminate the Contract for failure by the Department to receive appropriate federal funding and/or state budgetary authority.

ARTICLE XII – BREACHES AND DISPUTES

Disputes - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of DOTD, Office of the Secretary. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the subcontractor mails or otherwise furnishes a written appeal to DOTD, Office of the Secretary. In connection with any such appeal, the subcontractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of DOTD, Office of the Secretary, shall be binding upon the subcontractor and the subcontractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by DOTD, Office of the Secretary, the subcontractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person(s) or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between DOTD, Office of the Secretary, and the subcontractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which DOTD, Office of the Secretary, is located.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DOTD, Office of the Secretary, or subcontractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XIII - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
(DBE)

It is the policy of the U. S. Department of Transportation (DOT) that disadvantaged business enterprises, including small businesses as defined in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), shall be afforded reasonable opportunity to participate in the performance of projects financed in whole or in part with federal funds; consequently, the DBE requirements of 49 CFR 26 apply to this project.

Grantee agrees to comply with 49 CFR Part 26 DOT regulations, "Participation by Disadvantaged Business Enterprises including small businesses in the Department of Transportation Financial Assistance Programs." Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by the DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Grantee of its failure to carry out its approved program, the Department may impose sanction(s) as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, *et seq.*).

Grantee agrees to ensure that disadvantaged business enterprises including small businesses, as defined in 49 CFR, be afforded reasonable opportunity to participate in the performance of this project and any subcontracts that may be let. In this regard, Grantee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have reasonable opportunity to compete for and perform services relating to this project. Failure by Grantee to carry out these requirements is a material breach of this agreement which may result in the termination of said agreement, or such other remedy as DOTD deems appropriate.

After proper notification by DOTD, immediate remedial action shall be taken by Grantee as deemed appropriate by DOTD, or the agreement shall be terminated. The option will rest with DOTD. The above requirements shall be incorporated by reference in all subcontracts entered into by Grantee.

ARTICLE XIV – COMPLIANCE WITH CIVIL RIGHTS

Grantee agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- (1) **Nondiscrimination – Federal Transit Programs and Title VI of the Civil Rights Act.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section

303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Grantee agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

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

- (a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Grantee agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. Grantee agrees to take affirmative action to ensure that applicants are employed and that, during employment, employees are treated without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, Grantee agrees to comply with any implementing requirements the FTA may issue.
- (b) **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Grantee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Grantee agrees to comply with any implementing requirements the FTA may issue.
- (c) **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Grantee agrees it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Grantee agrees to comply with any implementing requirements the FTA may issue.

(3) Access Requirements:

- (a) Elderly Persons and Persons with Disabilities.** Grantee agrees to comply with the provisions of 49 U.S.C. § 5301(d), which set forth the federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Grantee also agrees to comply with all applicable requirements of the following federal laws and any subsequent amendments thereto: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap, the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, which requires accessible facilities and services to be made available to persons with disabilities, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities. In addition, Grantee agrees to comply with all applicable regulations of the following regulations and any subsequent amendments thereto: The DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, the DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, the Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, the U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35, the U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36, the U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19, the U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F, U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; the FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609, and any implementing requirements the FTA may issue.
- (b) Persons with Limited English Proficiency.** Grantee agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and the DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733, *et seq.*, January 22, 2001.
- (c) Environmental Justice.** Grantee agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(d) Other Nondiscrimination Statutes. Grantee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

(4) Nondiscrimination – Title IX of the Education Amendments of 1972

Grantee agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et seq.*, with implementing the DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, and with any implementing directives that the DOT or the FTA may promulgate, which prohibit discrimination on the basis of sex.

(5) Grantee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project. Grantee also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

ARTICLE XV – AMERICANS WITH DISABILITIES ACCESS

Rolling stock must comply with the accessibility requirements of the DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

Facilities to be used in public transportation service must comply with 42 U.S.C. § 12101, *et seq.*, and the DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and the Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, the DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised November 2006, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. The DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

ARTICLE XVI - LOBBYING

Grantees who receive an award of \$100,000 or more in federal funds are required to file the certification required by 49 CFR Part 20, “New Restriction on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person(s) or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying

Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE XVII - HOLD HARMLESS AND INDEMNITY AGREEMENT

Grantee hereby agrees to hold DOTD harmless, to indemnify DOTD, and to defend DOTD at Grantee's sole cost for and against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person(s) or property growing out of, resulting from, or by reason of, any negligent act or omission, operation, or work of Grantee, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Grantee hereunder and/or from any liability or responsibility for damages, costs, or expenses arising out of or in any way related to the providing of funds, equipment and/or services by DOTD to Grantee including, but not limited to, economic damages, damages or injuries to person(s) or property, or for loss of life. The obligations herein are in addition to all other obligations or agreements, written or verbal, between DOTD and Grantee.

ARTICLE XVIII - TAX LIABILITY

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Grantee's obligation and identified under Grantee's federal tax identification number.

ARTICLE XIX - CLAIM FOR LIENS

Grantee shall hold DOTD harmless from any and all claims for liens for labor, services, or material furnished to Grantee in connection with the performance of its obligations under this agreement.

ARTICLE XX - FEDERAL CHANGES

Grantee shall consistently comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" between DOTD and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Grantee's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XXI - ENERGY CONSERVATION

Grantee shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, *et seq.*). (Public Law 94-63).

ARTICLE XXII - CLEAN AIR AND WATER

Grantee of federal funds in excess of \$100,000 agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 114 of the Clean Air Act, as amended, 42 U.S.C. § 7414, as well as other applicable provisions of the Clean Air Act, as amended by 42 U.S.C. § 7401, *et seq.*; and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1318, as well as other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* Grantee agrees to report each violation to DOTD and understands and agrees that DOTD will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Grantee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

ARTICLE XXIII - DRUG AND ALCOHOL TESTING

A drug and alcohol testing program that complies with 49 CFR Part 655 is not applicable to Mobility Management programs.

ARTICLE XXIV - CHARTER BUS REQUIREMENTS

Grantee agrees to comply with 49 U.S.C. § 5323(d) and 49 CFR Part 604, which provide that Grantee and subcontractors of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE XXV - SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, Grantees and subcontractors of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Grantees and subcontractors may not use federally funded equipment, vehicles, or facilities.

ARTICLE XXVI - CONTRACT WORK HOURS AND SAFETY STANDARDS

- 1) **Overtime requirements** - No Grantee or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- 2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, Grantee and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Grantee and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages** - The subcontractor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by Grantee or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Grantee or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts** - Grantee or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Grantee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE XXVII - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) DOTD and Grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to DOTD, Grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (2) Grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**ARTICLE XXVIII - PROGRAM FRAUD AND FALSE OR FRAUDULENT
STATEMENTS AND RELATED ACTS**

- (1) **Civil Fraud.** Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities pertaining to this Project. Upon execution of the underlying Contract, Grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) **Criminal Fraud.** If Grantee makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. Chapter 53 or any other federal statute, the Federal Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001 or other applicable federal statute to the extent the Federal Government deems appropriate.
- (3) Grantee agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XXIX - SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Grantee is required to verify that neither Grantee nor any of its principals, as defined at 49 CFR Part 29.995, or affiliates, as defined at 49 CFR Part 29.905, are excluded or disqualified, as defined at 49 CFR Parts 29.940 and 29.945.

Grantee is required to comply with 49 CFR Part 29, Subpart C, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

ARTICLE XXX - PRIVACY ACT

The following requirements apply to Grantee and its employees who administer any system of records on behalf of the Federal Government under any Contract.

- (1) Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Grantee agrees to obtain the express consent of the

Federal Government before Grantee or its employees operate a system of records on behalf of the Federal Government. Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- (2) Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by the FTA.

ARTICLE XXXI - STATE AND LOCAL LAW DISCLAIMER

Grantee shall comply with all applicable federal, state, and local laws and ordinances, as shall all others employed by it, in carrying out the provisions of this agreement.

ARTICLE XXXII - INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the FTA Circular **4220.1G**, are hereby incorporated by reference. Anything to the contrary herein, notwithstanding, all FTA mandated terms, shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Grantee shall not perform any act, fail to perform any act, or refuse to comply with any requests of DOTD which would cause DOTD to be in violation of the FTA terms and conditions.

ARTICLE XXXIII - CONFLICT OF INTEREST

No employee, officer, or agent of Grantee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ, has a financial or other interest in the firm selected for award.

Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties of subagreements.

Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-

agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party Contractor or subcontractor or impair its objectivity in performing the Contract work.

ARTICLE XXXIV - 49 U.S.C. 5333(b) WARRANTY

If the Contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5311, Grantee agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the U.S. DOT or any revision thereto.

Grantee also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Grantee shall indemnify and save harmless DOTD, its officers, and employees from all suits, actions, or claims of any character brought under the terms and conditions of the Special Section 5333(b) Warranty.

ARTICLE XXXV – EMERGENCY DISASTER COOPERATION

DOTD and Grantee acknowledge and agree that emergency preparedness is a factor to successful coordination and the Mobility Manager role should coordinate with the Parish Office of Emergency Preparedness to support emergency transportation services.

ARTICLE XXXVI - SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the state agrees to provide the following information about federal assistance awarded for its state program, project, or related activities: (1) The Identification of the FTA as the federal agency providing the federal assistance for a state program or project, (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a state program or project is authorized, and (3) The amount of federal assistance the FTA has provided for a state program or project.

ARTICLE XXXVII- AMENDMENT

The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increase will be approved via a fully executed Contract amendment from DOTD.

ARTICLE XXXVIII – NOTIFICATION OF LEGAL MATTERS THAT MAY AFFECT FEDERAL GOVERNMENT

Grantee shall promptly notify DOTD if a current or prospective legal matter that may affect the Federal Government emerges including, but not limited to, (1) a major dispute, breach, default,

litigation, or naming the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason; (2) matters that may affect the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations and requirements.

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

ARTICLE XXXIX - SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors and assigns of the respective parties hereto.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by the Contractor's Resolution herein included.

WITNESS:

**Southwest Louisiana Regional Planning
Commission**

BY: Jamie O. Gaines
(Witness for First Party)

BY: Mike Hollier
Mike Hollier, Executive Director

BY: Robert D. Jiles
(Witness for First Party)

FEDERAL ID #: 72-0723511
ENTITY ID # PGDGM1K52ED5

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____
(Witness for Second Party)

BY: _____
Secretary

BY: _____
(Witness for Second Party)

BY: _____
Division Head

APPROVED AS TO FORM

BY: _____
Public Transportation Section

BY: _____
Public Transportation Section