



Alexandria Transit Company Board of Directors Meeting



September 11, 2024 @ 5:30pm
Meeting Held at DASH Facility, 3000 Business Center Drive, Alexandria, VA 22314 and
Held Electronically - Livestream on ZOOM

ITEM	DESCRIPTION	PAGE #	PRESENTER
#1	Call to Order, Welcome, and Public Comment	N/A	Mr. Kaplan
#2	Consideration of Approval Meeting Minutes a) ATC Board of Directors Meeting –June 12, 2024	2-5	All
#3	Board Member Announcements, Reports & Business Items a) Chair's Report • FOIA Refresher w/Lonnie Rich b) T&ES Report c) Others	6-7	Mr. Kaplan Mr. Rich Ms. Orr All
#4	General Manager's Report a) Consideration of Approval – TransDev (First Transit) Contract b) Ridership Update c) Summer Events Recap d) ATC Board Meeting Format Proposal e) FY 2025 ATC Board Calendar	8-14	Mr. Baker
#5	Financial Reports a) Financial Report b) Balance Sheet c) Summary Income Statement d) Budget vs. Actual	15-19	Mr. Ryder
#6	Planning Reports a) WMATA Better Bus Network Update	20	Mr. Barna
#7	Next Meeting Date & Adjournment The next regular meeting of the Alexandria Transit Company Board of Directors is scheduled for Wednesday, October 9, 2024	21	All



ATC Board Agenda Detail

Item #: 2a
Item Title: Meeting Minutes—June 12, 2024
Contact: Beth Reveles, Secretary to the Board
Board Action: Consideration of Approval

Alexandria Transit Company (ATC) BOARD OF DIRECTORS MEETING MINUTES June 12, 2024

A meeting of the Board of Directors of the Alexandria Transit Company was held at 5:30 pm on Wednesday, June 12, 2024, at the City Hall Council Workroom and was also available electronically. A recording of the meeting was made and is available upon request.

Board members present: David Kaplan, Matt Harris, Ajashu Thomas, Arthur Wicks, Kursten Phelps, Praveen Kathpal, Arish Gajjar, Jesse O'Connell, Hillary Orr

Board members attending remotely: Kendell Taylor participating from home due to scheduling conflict.

Board members absent: Steve Klejst

Staff members present: Josh Baker, Raymond Mui, Martin Barna, Beth Reveles, Edward Ryder, Joseph Quansah, Camila Olivares, Brent Reutter, Ryan Visci, Lonnell Glover, Stephanie Salzone, Kaitlyn Beisel

Other attendees: Bob Gronenberg

Board Meeting

Public Hearing—FY25 ATC Proposed Budget Public Hearing

Agenda Item #1

#1 – Call to Order, Welcome and Public Comment

Chair David Kaplan welcomed everyone and called the meeting to order at 5:34 pm. A quorum was reached at that time.

Mr. Kaplan announced the public hearing on the ATC proposed budget for Fiscal Year 2025. He stated that Public Comment would be combined with the Public Hearing portion of the meeting.

Bob Gronenberg praised DASH for its commitment to serving transit dependent communities. He suggested that if DASH's goal is also to reduce the number of cars on the road, there should be increased outreach to larger populations, i.e., discretionary travelers. DASH needs to better inform the larger population as to where the buses operate. For those that don't take advantage of modern technology, receiving information via direct mail may be a better form of communication. Mr. Gronenberg suggested that "spider" maps be created and tailored for specific communities. He volunteered to assist with creating such material.

Chair Kaplan introduced Mr. Gronenberg to the DASH Director for Marketing and Public Engagement Camila Olivares and recommended that Mr. Gronenberg and she work together in the outreach effort.

As there were no other speakers, Mr. Kaplan called for a motion to close the public hearing. A motion was made by Matt Harris and seconded by Ajashu Thomas. There was no further discussion, and the motion carried.

Agenda Item #2 – Consideration of Approval of Meeting Minutes

#2a – ATC Board of Directors Meeting – May 8, 2024

The Chair called for a motion to approve the May meeting minutes and asked if there were any corrections, revisions, or amendments. A motion was made by Arthur Wicks and seconded by Arish Gajjar to approve the minutes. There was no further discussion, and the motion carried. Hillary Orr abstained.

Agenda Item #3 – Board Member Announcements, Reports & Business Items

#3a – Chair's Report

Chair Kaplan noted that WMATA is accepting public comment on their Better Bus Network (BBN) until July 15. Mr. Kaplan stated that he would like Al Himes, the WMATA director of bus service planning & scheduling, to provide an update on the BBN at one of the ATC Board meetings in the fall.

Chair Kaplan reminded the Board that DASH's legal counsel, Lonnie Rich, will soon be retiring; therefore, the Board will need to seek a replacement. Mr. Kaplan asked for volunteers to sit on a search committee for a replacement. Mr. Kaplan volunteered as well as Matt Harris and Arish Gajjar.

#3b – T&ES Report

Transportation Deputy Director Hillary Orr provided a review of her written report which was shared with the Board in advance of the meeting.

Duke Street Transitway Letters of Support

South Pickett Street Corridor Improvement Project Letter of Support

Eisenhower Avenue Transportation Improvement Project Letters of Support

Chair Kaplan called for a motion to authorize him to testify at the June 24 Traffic and Parking Board meeting in support of design alternative #2 of the King-Bradlee Safety & Mobility Enhancements project. A motion was made by Matt Harris and seconded by Arish Gajjar, and the motion carried. Hillary Orr, Kursten Phelps, and Ajashu Thomas abstained from the vote.

Chair Kaplan called for a motion to adopt the letters of support. A motion was made by Matt Harris and seconded by Arish Gajjar. There was no further discussion, and the motion carried. Kursten Phelps and Hillary Orr abstained.

#3d – Others

The Chair asked if there were any other announcements from the Board.

Matt Harris spoke on behalf of the Human Rights Commission and stated that they were very impressed by the DASH pride buses.

Jesse O'Connell stated that he sits on the Alexandria Little League Board and has received questions from parents regarding the status of a potential sports circulator that would transport children from one sports field to another. General Manager Josh Baker stated that staff had several discussions with the relevant parties regarding such service but the question of how it would be funded had yet to be determined as the cost would be substantial.

Chair Kaplan stated that the Board's representation on the Transportation Commission was still vacant and asked for a volunteer to serve on the commission. Suggestions were made that perhaps a DASH Advisory Committee (DAC) member or an ATC Board designee could serve on the commission. Hillary Orr stated that the commission's by-laws could possibly be amended to allow for that option.

Agenda Item #4 – General Manager’s Report

#4a – Ridership Update

General Manager Josh Baker reviewed the ridership update which was shared with the Board in advance of the meeting.

#4b – Transit Management Services Contract

Mr. Baker reviewed the update which was provided to the Board in advance of the meeting.

Chair Kaplan called for a vote to approve a contract extension with Transdev from June 30, 2024, to September 30, 2024. A motion was made by Kursten Phelps and seconded by Jesse O’Connell. There was no further discussion, and the motion carried unanimously.

#4c – General Manager’s FY 2025 Budget

General Manager Josh Baker reviewed his proposed budget which was shared with the Board in advance of the meeting.

Chair Kaplan called for a motion to approve the FY 2025 budget. A motion was made by Matt Harris and seconded by Praveen Kathpal. There was no further discussion, and the motion carried. Arthur Wicks and Kendell Taylor abstained from the vote.

#4d – Collective Bargaining Update

Mr. Baker announced that staff was able to meet with ATU recently to discuss the maintenance contract. The negotiations lasted for six hours and is contingent upon a follow-up meeting tomorrow to discuss any last-minute concerns by either party. There will be no effect to DASH’s budget, and the contract will be implemented on July 1.

#4e – SUN Conference Update

Chief Infrastructure & Development Officer Raymond Mui reminded the Board that DASH will be hosting the Small Urban Network (SUN) conference August 14-16, 2024, and they are all welcome to attend. Further information will be provided to the Board.

#4f – Resolution for Support for EPA CHDV Program Application

Chair Kaplan and Kursten Phelps excused themselves from the room and did not participate in this portion of the meeting.

Chief Infrastructure & Development Officer Raymond Mui provided information on the program which was shared with the Board in advance of the meeting.

Hillary Orr recommended that the resolution be amended to request support to convert up to seven replacement buses to zero emissions rather than the original request for six.

Acting Chair Matt Harris called for a motion to approve the amended resolution. A motion was made by Jesse O’Connell and seconded by Arish Gajjar. There was no further discussion, and the motion carried. David Kaplan and Kursten Phelps excused themselves from the vote and Arthur Wicks abstained.

Agenda Item #5 – Financial Reports

#5a – Financial Report

#5b – Balance Sheet

#5c – Summary Income Statement

#5d – Budget vs. Actual

#5e – Budget Forecast

Mr. Baker provided a brief review of Director for Finance & Administration Edward Ryder's reports which were shared with the Board in advance of the meeting.

Agenda Item #6–Executive Session

Consideration of Convening an Executive Session for the Purpose of Discussing Legal and Personnel Matters, pursuant to Section 2.2-3711 (A1) of the Code of Virginia.

A motion was offered by Jesse O'Connell and seconded by Kursten Phelps to enter Executive Session pursuant to Section 2.2-3711 (A1) of the Code of Virginia. A vote was called, and the motion was approved unanimously.

At the conclusion of the Executive Session, a motion was offered by Jesse O'Connell and seconded by Arthur Wicks to reconvene the public meeting. A vote was called, and the motion was approved unanimously.

A motion was offered by Jesse O'Connell and seconded by Matt Harris to certify what was discussed during the Executive Session was pursuant to Section 2.2-3711 (A1) of the Code of Virginia. A vote was called, and the motion was approved unanimously.

A motion was offered by Arish Gajjar and seconded by Arthur Wicks to approve the recommendations and decisions discussed during the Executive Session. A vote was called, and the motion was approved unanimously.

Agenda Item #7–Next Meeting Date & Adjournment

A final motion to adjourn the meeting was made by Jesse O'Connell and seconded by Matt Harris. A vote was called, and the motion was approved unanimously.

The next regular meeting of the Alexandria Transit Company Board of Directors is scheduled for September 11, 2024, at 5:30 pm at the DASH Facility and via Zoom/Facebook Live.

Minutes respectfully submitted by:
Beth Reveles
Secretary to the Board
Alexandria Transit Company

ATC Board Agenda Detail

Item #: 3b
Item Title: T&ES Report
Contact: Hillary Orr, Deputy Director, Transportation
Board Action: FYI



WMATA Better Bus Network

Metro's Staff has been coordinating and collaborating with the City of Alexandria and DASH staff on reviewing public comments for the proposed 2025 Better Bus Network shared in the Spring. Metro continues to work with staff on developing strategies to address comments and concerns residents shared. We will continue to work with the city and DASH staff on modifying recommendations to the 2025 Network that will be shared later this fall.

Fall City Council Projects

- **King-Bradlee Safety & Mobility Enhancements**

At its June 24 Public Hearing, the Traffic and Parking Board voted to approve the recommendation to convert a portion of the King Street Access Road from the two-way access road to one-way (westbound) with a transit lane between S. Taylor Street and Menokin Drive. Additional improvements include the installation of a dedicated cycle track, wider sidewalks, stormwater treatment and improved roadway design to make it safer for everyone. Subsequent to the Traffic and Parking Board hearing, City Council authorized staff to apply for up to \$20 million in grant funding through SMART SCALE at the June 25th meeting. City Council will consider the one-way conversion at its October 8th Legislative Meeting.

- **Eisenhower Avenue Corridor Improvements**

- At its July 22 Public Hearing, the Traffic & Parking Board voted to approve the recommended design alternative for Eisenhower Avenue, which includes lane configuration changes, protected bike lanes, pedestrian safety improvements, transit access enhancements, a safer speed limit, and more. Subsequent to the public hearing, a group of residents filed a petition to appeal the Traffic & Parking Board's decision to City Council. City Council will consider the project and the appeal at its October 19 Public Hearing.

- **Duke Street Transitway**

- At its June 24 Public Hearing, the Traffic and Parking Board voted to approve converting the service lane along Duke Street between Moncure Drive and Cambridge Road to one-way, change design of the Duke Street and Cambridge Road intersection to reduce delay, and convert one lane along the service road to a two-way cycle facility. These improvements were recommended in the Duke Street in Motion concept, which was approved by City Council in June 2023 (except for the service road treatment). City Council will consider the project and the one-way conversion at its November 12th Legislative Meeting.

- **South Pickett Street Corridor Improvements –**

- At its July 22 Public Hearing, the Traffic & Parking Board voted to approve the recommended design alternative for South Pickett Street, which includes lane configuration changes, protected bike lanes, pedestrian safety improvements, transit access enhancements, and a safer speed limit. Subsequent to the public hearing, a group of residents filed a petition to appeal the Traffic & Parking Board's decision to City Council. City Council is expected to consider the project and the appeal at its November 16th Public Hearing.

Transit Access and Amenities

Staff has completed reviews of the 60% plans for the installation of 20 bus shelters and is preparing to submit to VDOT for approval. Full design is expected to be completed by the spring, at which time the City will procure a construction firm for site preparation and installation. These sites were selected based on several criteria, such as ridership, equity, and ease of construction.

Bus Stop Program

The Program has identified approximately 20 bus stops that require little work to bring them up to ADA requirements and has also identified the funding to do so. This work will take place this fall and will primarily consist of concrete pads and changing parking requirements.

Edsall Road & Yoakum Parkway

This fall, the City will begin planning, outreach, and conceptual design for corridor improvements to both Edsall Road and Yoakum Parkway (entire lengths). The goal of these projects is to improve mobility, access, and safety for all roadway users, including transit users. The project team expects to engage DASH staff throughout the project to identify and plan for improvements that support transit.

Sanger Avenue

This fall, the City will begin planning, outreach, and conceptual design for corridor safety improvements on Sanger Avenue between Van Dorn Street and North Beauregard Street. Sanger Avenue was identified as an area of need in both the Alexandria West Small Area Plan planning efforts, and through the City's Safe Routes to School Walk Audit for Ferdinand Day Elementary School. This project will be closely coordinated with the West End Transitway project.

ATC Board Agenda Detail

Item #: 4a
Item Title: TransDev (First Transit) Contract
Contact: Josh Baker, General Manager
Board Action: Consideration of Approval



Please see **Attachment I** for the proposed Transit Management Advisory & Technical Services Agreement.

This is a Board Action Item

ATC Board Agenda Detail

Item #: 4b

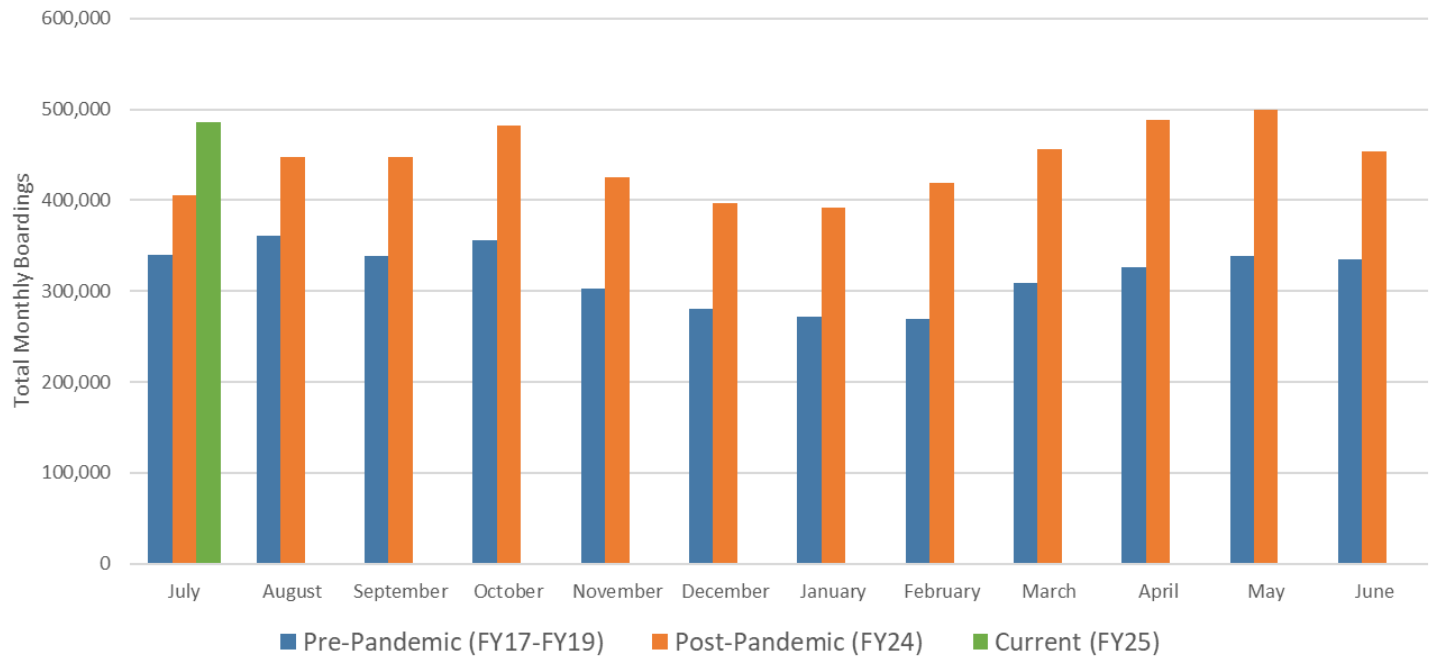
Item Title: Ridership Update

Contact: Josh Baker, General Manager

Board Action: FYI



DASH Monthly Ridership Trends (FY 2017 - FY2025)



ATC Board Agenda Detail

Item #: 4c
Item Title: Summer Events Recap
Contact: Josh Baker, General Manager
Board Action: FYI



- In June the General Manager joined for the inaugural meeting of the DMV*Moves* Government Partners Advisory Group. DMV*Moves* is a joint initiative by the Metropolitan Washington Council of Governments (COG) and the Washington Metropolitan Area Transit Authority (WMATA) to develop a unified vision and sustainable funding model for public transit in our region. So far two meetings have been held with a third taking place October 16. Meetings are ongoing with a draft recommendation due March 24, 2025.
- DASH hosted an employee appreciation Cookout and Fish Fry on June 27th in recognition of the hard work put forth in balancing the budget and closing out the Fiscal Year in a net positive position.
- In early August DASH staff attended the 2024 Community Transportation Association of Virginia (CTAV) Annual Conference and Expo in Charlottesville, VA. Staff benefitted from the many professional development trainings and networking events, including the largest Young Professionals in Transit (YPT) networking event bringing together the future leaders of Public Transportation for a (warm) but enjoyable evening event.
- August 14 – 15 brought the Community Transportation Association of America (CTAA) National Small Urban Network (SUN) conference to Alexandria, the first-ever national transportation conference held in our City.

From the informative tour of our operations to the unique reception in our garage with surprise puppy guests, we created lasting memories for our attendees. We've heard amazing feedback about the practical insights, fresh perspectives, and strengthened networks that participants gained.

This conference was a team effort, and every department played a vital role in its success. Special thanks go out to the entire DASH team for going above and beyond to make this event special for our guests. People were truly impressed and excited by everything we had to offer.



ATC Board Agenda Detail

Item #: 4d
Item Title: ATC Board Meeting Format Proposal
Contact: Josh Baker, General Manager
Board Action: FYI/Discussion

**ATC Board Meeting Agenda Format**

To bring consistency to ATC Board Meetings, the following format and timeframes are proposed. This will bring predictability to agendas, provide a framework for staff in assembling Board Meeting Packets, and give Board Members the ability to plan their evenings.

Times are based on a typical Board meeting with not more than 10 public speakers at 3 minutes each. In the case of a Public Hearing where more speakers are permitted times may be pushed back.

It remains the discretion of the Board Chair to table discussions or defer non-action agenda items in order to adhere to the schedule.

Time	Duration	Subject Area	Details
5:30pm	45 min	Collaboration and Engagement	Public Comment, Public Hearings, Chairs Report, Board Member Reports
6:15pm	15 min	Regular Business	Minutes & Financials
6:30pm	30 min	Strategic	Discussions and Presentations tied to the ATC Strategic Plan
7:00pm	15 min	Staff Reports and Departmental Highlights	GM's Report, Staff Reports (misc), Departmental Features, FYI
7:15pm	15 min	Action Items	Budget, ATSP, Letters of Support, Grant Applications, etc.
7:30pm	30 min	<i>Executive Session (As Needed)</i>	---
7:30pm	5 min	Wrap Up	Other Business, Announcements, Next Meeting

ATC Board Agenda Detail

Item #: 4e
Item Title: FY 2025 ATC Board Calendar
Contact: Josh Baker, General Manager
Board Action: FYI/Discussion



September 2024

BOARD:

- ATC Board Meeting: 9/11/24 – 5:30pm @ DASH Facility

DASH Staff:

- Internal Departmental Current Services Budget Meetings at DASH
- GM – Establish Annual Performance Goals & Standards with Board

CITY:

- New Budget Software "Questica" Rolls out with End-User Trainings
- Docket Items Due on September 25 for October 22 City Council Meeting

October 2024

BOARD:

- ATC Board Meeting: 10/09/24 – 5:30pm @ Del Pepper Community Resource Center: 4850 Mark Center Drive, Conference Room 1301, Alexandria, VA 22311
- NVTC Commuter Choice FY26 Grants Approvals/Resolutions—**Board Action**
- Identify Budget Priorities, Approve Letter to Manager—**Board Action**
- GM's FY27 Current Services Proposed Budget—**Board Action**
- ATC Board Holds Executive Session – Discuss GM's Annual Performance Goals

DASH ROADEO – 10/6/24 – 9am-12pm @ DASH Facility with a Picnic for Attendees and Judges (Judges Wanted! Please contact Beth Reveles to volunteer – no experience necessary!)

DASH Staff:

- Staff Submits Current Budget to OMB

CITY:

- Manager Releases Priorities and Instructions
- Docket Items Due on October 16 for November 12 City Council Meeting
- Docket Items Due on October 30 for November 26 City Council Meeting

November 2024

BOARD:

- ATC Board Meeting: 11/13/24 – 5:30pm @ City Hall
- GM's FY27 Proposed Supplementals and Reductions—**Board Action**

DASH Staff:

- Staff Submit Supplemental Requests and Reductions to OMB

CITY:

- Council Budget Retreat: November 23
- Docket Items Due on November 13 for December 10 City Council Meeting

December 2024

BOARD:

- ATC Board Meeting: 12/11/24 – 5:30pm @ DASH Facility
- ATC Board - Catered Holiday Meal – Happy Holidays!
- Discuss Stockholders Meeting
- DRPT FY26 Grants Approvals/Resolutions—**Board Action**
- TRIP Grant Application—**Board Action**

DASH Staff:

- DASH and City Staff Meet with OMB/City Manager to Discuss Budget

CITY:

- Docket Items Due on December 18 for January 14 City Council Meeting
- Docket Items Due on December 31 for January 28 City Council Meeting

January 2025

BOARD:

- ATC Board Meeting: 01/08/25 – 5:30pm @ City Hall
- Establish Any Action Items for Stockholders Meeting

DASH Staff:

- Set a Date for Stockholders Meeting

CITY:

- Docket Items Due on January 15 for February 11 City Council Meeting
- Docket Items Due on January 29 for February 25 City Council Meeting

February 2025

BOARD:

- ATC Board Meeting: 02/12/25 – 5:30pm @ DASH Facility
- Possible Stockholders Meeting (TBA)
- Draft ATSP Presented to ATC Board
- Does the Board Want to Schedule a Retreat?

CITY:

- Manager Releases Proposed Budget/CIP To City Council: 2/25/25
- Docket Items Due on February 12 for March 11 City Council Meeting
- Docket Items Due on February 26 for March 25 City Council Meeting

March 2025

BOARD:

- ATC Board Meeting: 03/12/25 – 5:30pm @ City Hall
- ATSP Public Hearing
- GM reports on City Manager's Proposed Budget

DASH Staff:

- Staff Receives Subsidy Level from OMB, Revises Budget

CITY:

- Budget Work Sessions and Public Hearings (Dates TBD)
- Docket Items Due on March 12 for April 8 City Council Meeting
- Docket Items Due on March 26 for April 22 City Council Meeting

April 2025

BOARD:

- ATC Board Meeting: 04/09/25 – 5:30pm @ DASH Facility
- Final ATSP Presented to ATC Board for Adoption—**Board Action**
- General Manager's Revised FY26 Budget Presentation
Note: Council does not adopt the budget until the end of April, meaning any add/deletes that we might be getting would not be on the GM's budget if presented at the April Board meeting. We can navigate that as we don't always have add/deletes funded, and if we do, we can present that as a pending item tied to the budget.

DASH Staff:

- GM – Submit self-assessment & annual accomplishments to Board

CITY:

- Add/Delete Proposals Due from Council Members
- Add/Delete Public Hearing
- City Council Adopts FY26 Budget: April 30
- Docket Items Due on April 16 for May 13 City Council Meeting
- Docket Items Due on April 30 for May 27 City Council Meeting

May 2025

BOARD:

- ATC Board Meeting: 05/14/25 – 5:30pm @ City Hall
- FY26 Budget Public Hearing
- Executive Session

CITY:

- Docket Items Due on May 14 for June 10 City Council Meeting
- Docket Items Due on May 28 for June 24 City Council Meeting

June 2025

BOARD:

- ATC Board Meeting: 06/11/25 – 5:30pm @ DASH Facility
- Final Approval of FY2 Budget—**Board Action**
- Executive Session

July – August

BOARD:

- Board Recess – No Meetings

ATC Board Agenda Detail

Item #: 5a
Item Title: Financial Report
Contact: Edward Ryder, Director of Finance & Administration
Board Action: FYI/Discussion



Alexandria Transit Company (DASH) Financial Update

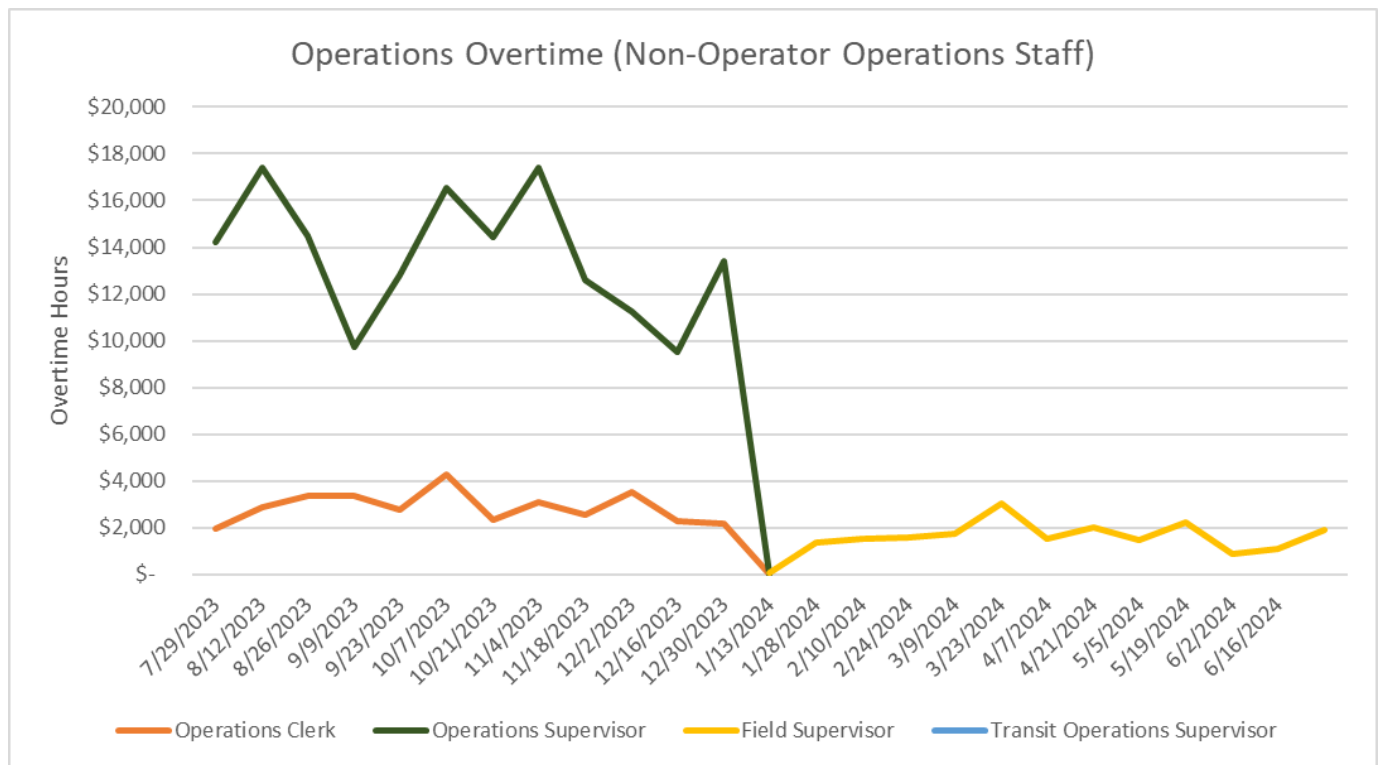
Results for the Year Ended June 30, 2024

FY 2024 *Preliminary* Results

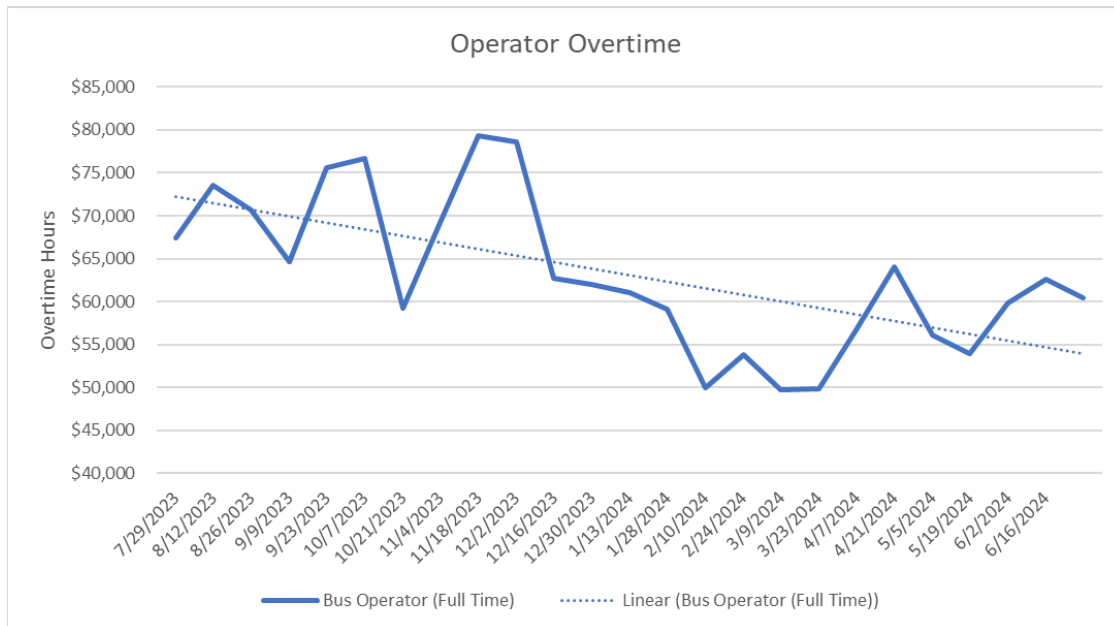
For Fiscal Year 2024 ATC ended the year with a surplus of \$196,609. At less than 1% of our overall expenses budget, this surplus reflects an effectively balanced year-end outcome. This is the first time in nearly 6 years we have been able to achieve a balanced budget in this way, and it is thanks to the hard work and sacrifices of the entire team that we were able to pull this off.

Collective bargaining and other uncontrollable budget factors set up a challenging financial situation with minimal flexibility for unforeseen expenses, but staff worked quickly to revise purchasing procedures, found one-time efficiencies, and implemented major restructuring to address persistent overtime issues.

More specifically, in January 2024 ATC's Operations Department underwent a major restructuring to optimize supervisory staff and transition several hourly positions to salaried roles. This, along with a revised attendance policy led to significant reductions in overtime costs.



Overtime Costs in FY24 Showing Significant Reductions After January 2024 Reorganization



Operator Overtime Costs Showing major reductions and downward trends in the second half of FY24

Looking ahead, the FY25 budget process will build on this success. Funding for Maintenance Repair Parts and Supplies in FY25 will emphasize the efficient use of revised purchasing procedures while acknowledging the impacts of inflation.

This year's budget restores funding for critical professional development initiatives, including training and employee recognition in alignment with the ATC Strategic Plan.

**FY2024 results are preliminary as the City has not officially closed the books on Fiscal Year 2024. However, ATC staff have maintained internal calculations to ensure the greatest accuracy of the numbers reported.*

July and August financials will be included in the October Board packet.

ATC Board Agenda Detail

Item #: 5b
Item Title: Balance Sheet
Contact: Edward Ryder, Director of Finance & Administration
Board Action: FYI



BALANCE SHEET UNAVAILABLE DUE TO ONGOING FY2024 YEAR-END CLOSE

ATC Board Agenda Detail

Item #: 5c
Item Title: Summary Income Statement
Contact: Edward Ryder, Director of Finance & Administration
Board Action: FYI/Discussion



ALEXANDRIA TRANSIT COMPANY
Summary Income Statement for the Fiscal Year 2024

	FY2024 Year End*	FY2024 Annual Budget	Variance
REVENUES:			
Passenger Revenue	-	-	-
Charter Revenue	100,614	-	100,614
Advertising Revenue	114,284	250,000	(135,716)
Miscellaneous Revenue	141,174	60,000	81,174
Total Operating Revenue	356,072	310,000	46,072
Virginia TRIP Program	1,782,577	1,782,577	-
City Contribution - King Street Trolley	1,128,400	1,128,400	-
City Contribution - Regular Subsidy	28,480,971	28,480,971	-
Fall SAO for CBA	639,223	639,223	-
Total Revenue	32,387,243	32,341,171	46,072
EXPENDITURES:			
Operations	18,295,257	18,611,500	316,243
Maintenance	7,462,034	7,169,519	(292,515)
Administration	6,359,708	6,360,652	943
Capital Outlay	73,634	199,500	125,866
Total Expenditures	32,190,634	32,341,171	150,537
Net Surplus (Deficit)	196,609	-	196,609

This statement is unaudited and prepared for the sole use of management and the Board of

ATC Board Agenda Detail

Item #: 5d

Item Title: Budget vs. Actual

Contact: Edward Ryder, Director of Finance & Administration

Board Action: FYI/Discussion



ALEXANDRIA TRANSIT COMPANY Summary Income Statement for the Fiscal Year 2024 <i>Budget vs Actual</i>			
Description	FY24 Year End Actuals	FY 24 Budget	Variance
REVENUE			
Passenger Revenue	-	-	-
Other Charter Revenue	100,614	-	100,614
Advertising Revenue	114,284	250,000	(135,716)
Miscellaneous Revenue	141,174	60,000	81,174
TOTAL OPERATING REVENUE	356,072	310,000	46,072
Virginia TRIP Program	1,782,577	1,782,577	-
City Contribution - Regular Subsidy	28,480,971	28,480,971	-
City Contribution - King Street Trolley	1,128,400	1,128,400	-
Fall SAO for CBA	639,223	639,223	-
TOTAL REVENUE	32,387,243	32,341,171	46,072
OPERATING EXPENDITURES			
OPERATIONS			
Wages - O	12,386,498	12,718,600	332,102
Overtime - O	1,638,342	1,304,500	(333,842)
Fringe Benefits - O	2,029,990	2,293,000	263,010
Payroll Taxes - O	1,073,673	1,078,600	4,927
Retirement Contributions - O	1,084,920	1,086,800	1,880
Total Operations Personnel	18,213,422	18,481,500	268,078
Operating Materials and Supplies	17,918	45,000	27,082
Operator Training	25,863	40,000	14,137
Training and Travel - O	38,054	45,000	6,946
TOTAL OPERATIONS EXPENDITURES	18,295,257	18,611,500	316,243
MAINTENANCE			
Wages - M	2,397,740	2,649,699	251,960
Overtime - M	128,489	131,100	2,611
Fringe Benefits - M	346,476	406,980	60,504
Payroll Taxes - M	189,631	208,700	19,069
Retirement Contributions - M	188,152	218,300	30,148
Total Maintenance Personnel	3,250,488	3,614,779	364,291
Fuel & Lubricants	2,085,497	1,952,400	(133,097)
Repair Parts & Supplies	1,253,161	892,600	(360,561)
Maintenance Services	328,358	345,540	17,182
Building Maintenance	534,552	344,200	(190,352)
Training and Travel - M	9,978	20,000	10,022
TOTAL MAINTENANCE EXPENDITURES	7,462,034	7,169,519	(292,515)
ADMINISTRATION			
Wages - A	2,753,411	2,661,300	(92,111)
Fringe Benefits - A	357,413	349,954	(7,459)
Payroll Taxes - A	201,908	203,600	1,692
Retirement Contributions - A	210,292	213,200	2,908
Total Administrative Personnel	3,523,023	3,428,054	(94,969)
Insurance	903,463	990,800	87,337
Professional Services	1,073,094	1,106,900	33,806
Utilities	392,337	345,298	(47,040)
Telecommunications	107,893	122,000	14,107
Printing & Advertising	52,875	76,500	23,625
Training, Travel, Events	66,365	53,000	(13,365)
Office Equipment and Supplies	74,977	126,400	51,423
Employee Recognition	62,632	14,700	(47,932)
Dues and Subscriptions	18,908	23,000	4,092
Grant Local Match	84,142	74,000	(10,142)
TOTAL ADMIN EXPENDITURES	6,359,708	6,360,652	943
CAPITAL OUTLAYS (non-CIP)			
Computer and Office Equipment	690	-	(690)
Maintenance Equipment	-	63,000	63,000
Other Equipment Investments	72,944	136,500	63,556
TOTAL CAPITAL OUTLAYS (non-CIP)	73,634	199,500	125,866
TOTAL OPERATING EXPENDITURES	32,190,634	32,341,171	150,537
NET SURPLUS (DEFICIT)	196,609	-	196,609

ATC Board Agenda Detail

Item #: 6a
Item Title: WMATA Better Bus Network Update
Contact: Martin Barna, Director of Planning & Scheduling
Board Action: FYI



Director of Planning & Scheduling, Martin Barna, will provide a brief update on the WMATA Better Bus Network project. Additional information may be found on the project website:

<https://www.wmata.com/initiatives/plans/Better-Bus/>

ATC Board Agenda Detail

Item #: 7
Item Title: Next Meeting Date & Adjournment
Board Action: Discussion/Consideration of Approval



**The next regular meeting of the Alexandria Transit Company Board of Directors
is scheduled for Wednesday, October 9, 2024, at 5:30pm.**

**The meeting will take place at the Del Pepper Community Resource Center
4850 Mark Center Drive, Conference Room 1301, Alexandria, VA 22311**

Consider Adjournment



Attachment I

Transit Management Advisory & Technical Services Agreement

TRANSIT MANAGEMENT ADVISORY AND TECHNICAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Alexandria Transit Company (ATC), a Virginia corporation, (hereinafter referred to as the "Client"), and First Transit, Inc., with a principal place of business at 720 East Butterfield Road, Suite 300, Lombard, IL 60148. (hereinafter referred to as "FIRST TRANSIT").

1. CONTRACT OFFER AND ACCEPTANCE

The Client hereby engages FIRST TRANSIT as an independent contractor to provide comprehensive transit management advisory and technical support services for the transit system now or hereafter owned by the Alexandria Transit Company ("ATC" or the "Transit System"), as provided herein. FIRST TRANSIT agrees to supply such services.

2. DESIRED RESULT

The desired result to be achieved is the provision of transit management services of the transit system by FIRST TRANSIT under the ATC policies and in a way, which will provide the quality and quantity of service as determined in coordination with the Client. FIRST TRANSIT will not, however, be expected to achieve results beyond the limits of the funding and other resources made available.

3. SCOPE OF SERVICES OF FIRST TRANSIT

For and in consideration of the compensation hereinafter specified, FIRST TRANSIT agrees to furnish management advisory and technical support services as reasonably required by the Client and necessary to assist the Client in the efficient operation of the Transit System under the policies, standards, and procedures established by the Client, and within the scope of FIRST TRANSIT's proposal.

The management to be furnished includes, but shall not be limited to, assisting the Client in carrying out the functions of transit planning, marketing, maintenance, operations, purchasing, accounting, budgeting, safety, employee selection and training per Client

guidelines, labor relations and collective bargaining services (excluding grievances and interest arbitration), equipment selection, grant applications, and reporting.

Further expanding on the management advisory services to be furnished as part of this agreement, as referenced above, may include (as identified in the annual planning process to be identified in the fall for the upcoming calendar year) but not be limited to:

- Operations, Planning, and Training:
 - o Management of bus schedules, vehicle routing, dispatching, and on-time performance.
 - o Development and implementation of transit plans, including ridership analysis, route planning, and service adjustments.
 - o Creation and delivery of Bus Operator Training Programs
 - o Maintenance/Technician Training Programs
 - o Administrative/Transit Management Training Programs
 - o Provision of all associated templates (where available) and other resources for use by the system in creating or updating policies and procedures
 - o Development of emergency preparedness and response plans.
- Accounting, Management, and Budgeting:
 - o Conducting annual Audits of Best Practices to ensure compliance with industry standards
 - o “Mock” triennial reviews conducted annually to prepare the Client for actual Federal Transit Administration (FTA) review
 - o Production of an annual “State of the Organization” report
 - o Access to collective purchasing agreements and contracts to assist in achieving cost savings and procurement efficiency
 - o Periodic review of procurement policies and assistance in revision of said policies to align with industry best practices
 - o Assistance with general procurement, including drafting of Requests for Proposals (RFPs), vendor selection, and contract negotiation.

- o Development of financial forecasting models for long-term budgeting and financial planning.
- Grants
 - o Assistance with identification and pursuit of grant funding opportunities to support operational and capital needs
 - o Comprehensive review of grant application submissions
 - o Providing ongoing guidance on best practices for grant management, including compliance with federal, state, and local regulations
 - o Assistance with occasional audits as they relate to ATC grants
- Safety and Risk Management
 - o Development and implementation of safety programs and protocols to ensure compliance with local, state, and federal regulations.
 - o Conduct regular safety audits and inspections to identify potential risks and areas for improvement.
 - o Assistance in the development of risk management strategies, including insurance procurement and claims management.
- Marketing
 - o Assistance with review of outreach efforts, including surveys, and stakeholder engagement.
 - o Analysis of marketing campaign effectiveness and adjustments based on data-driven insights.

At the request of the Client, under separate contract and for an additional fee, FIRST TRANSIT will supply "Special Project" assistance. "Special Projects" include but are not limited to, Bus Line Inspections (BLI), Comprehensive Operational Analysis (COA), Transit Development Programs (TDP), MIS Projects, Operator Monitoring Services, or any other special programs requested of FIRST TRANSIT during the term of this Agreement. Special Projects are not within the scope of the day-to-day management

services provided for herein. For each Special Project, the parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking--reporting plan.

4. COMMENCEMENT AND TERM

This Agreement will have an initial term of three (3) years which will become effective, regardless of when the Agreement is signed, on October 1, 2024, and will end on June 30, 2027. Upon expiration, the parties may agree to extend this contract for a term and cost upon which they mutually agree. Either party may terminate this Agreement for convenience with a 120-day written notice.

5. OPERATING ENTITY AND PERSONNEL

FIRST TRANSIT has caused to be formed, under the laws of Virginia, a wholly owned subsidiary by the name of Transit Management of Alexandria, Inc. ("TMA"). The TMA will be the employer of all personnel necessary for the operation of the Transit System. The subsidiary is provided for the convenience of Alexandria Transit Company.

In addition, FIRST TRANSIT may furnish staff positions pursuant to future needs as determined by the GM/CEO.

6. ADVISORY AND TECHNICAL ASSISTANCE

FIRST TRANSIT will furnish advisory and technical assistance, at the Transit System or elsewhere, as may be reasonably required to assist the General Manager/CEO in the management of the Transit System for up to eighty (80) hours at no additional cost (except travel and living expenses as set forth in Section 6 herein). Such advisory and technical assistance shall include, but will not be limited to, those relating to the managerial functions identified in Section 3.

The Client will reimburse FIRST TRANSIT for travel and living expenses of non-resident FIRST TRANSIT personnel while they are providing advisory and technical assistance services away from their headquarters, as provided below:

Travel

1. Actual coach (if available) airfare.
2. Automobile rental costs.
3. Airport parking fees and related ground transportation costs.
4. Actual cost incurred for lodging, plus per diem to cover food and miscellaneous expenses. The per diem amount will follow the City of Alexandria's per diem guidelines.
5. FIRST TRANSIT will keep adequate time and expense records to document the billings, which shall be submitted monthly to the Client.

7. COMPENSATION

FIRST TRANSIT's fee for the services to be rendered pursuant to this Agreement will be as follows:

Base Contract Costs		
Time Frame	Monthly	Annual
10/1/2024 - 6/30/2025	\$7,094	\$85,128
7/1/2025 - 6/30/2026	\$7,307	\$87,684
7/1/2026 - 6/30/2027	\$7,526	\$90,312
<i>Base Contract Includes: Sub Corporation TMA, Management advisory services, Training needs solutions, Safety advisory services, Regular reports to ATC.</i>		
A la carte Pricing - FY25	Hourly	Fixed
Operations Advisory - in person or remote	\$183.75	
Maintenance Advisory - in person or remote	\$183.75	
Labor Relations - in person or remote	\$183.75	
Labor Contract Services - in person or remote	\$367.50	
Bus line inspections BLI	\$85.00	
Bus line inspection services Buy America	\$125.00	
Procurement Advisory	\$183.75	
Travel estimate per person per trip (airfare, onetime costs)		\$400.31
Travel estimate per person per day (lodging, per diem, etc)		\$392.74
<i>A la carte rates will increase by 3.5% per contract year</i>		

Payment will be made by the Client to FIRST TRANSIT on or before the 15th day of each month for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement becomes effective or terminates during a calendar month, the fee due FIRST TRANSIT will be prorated on a daily basis. The Client will pay interest on any balance outstanding beyond the fifteen (15) day period noted in this section at the legal rate in the state in which the Client resides.

8. WORK FUNDS

In accordance with its approved operating budget and approved revisions thereof, the ATC shall provide the transit system with adequate working funds which shall be deposited in appropriate accounts as designated by the ATC and shall be used to pay all payroll expenses and "other operating expenses" of the transit system under procedures and controls adopted by ATC.

As used herein, the term "operating expenses" of the transit system shall mean and include, but not be limited to, all wages and compensation of all personnel of the transit system, all payroll, social security, unemployment taxes, property and all other taxes pertaining to the operation of the transit system, all rentals, utilities, association fees, insurance premiums, cost of fuel, supplies and parts, repairs, uninsured losses, judgements, settlements, awards, and all other charges, costs and expenses incident to the operation of the transit system. It is understood and agreed that, in the event a pension or profit-sharing program is provided for the "employees" identified below in Section 11, the term "operating expenses" shall include all past, present and future liability of the employer for such "employees" including the employer's liability for the vested, but unfunded or under-funded benefits payable by it to such "employees."

9. EQUIPMENT, FACILITIES AND SERVICES

The Client will furnish, at its expense and without cost to FIRST TRANSIT, the use of all necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services, postage, secretarial and clerical help, and such automobile transportation and related parking as may be reasonably necessary for the management of the Transit System. FIRST TRANSIT is held harmless and indemnified by the Client for the condition of the facility and equipment at the inception of this Agreement, during occupancy and at termination of occupancy. The Client agrees to pay any other reasonable business expenses incurred by FIRST TRANSIT in its role as owner of TMA.

10. TRANSIT MANAGEMENT OF ALEXANDRIA, INC.

First Transit, subject to the laws of the Commonwealth of Virginia, has caused to be formed a separate corporation named Transit Management of Alexandria, Inc., hereinafter called "TMA," which by assignment shall assume the rights and obligations of First Transit under this Agreement as provided in Section 28. which rights and obligations will be retained by First Transit.

TMA shall be the employer of all employees necessary for the operation of the transit system, provided however, that the number of persons employed by TMA shall at all times be subject to the budgetary control of ATC.

TMA will carry out all contractual obligations incident to the operation of the transit system to the extent that ATC has become so obligated.

Any contractual obligations entered into in accordance with an ATC-approved Transit Development Program or liabilities assumed by TMA in connection with the operation of the transit system will be binding upon TMA only for the term of this Agreement and as same may be extended. In the event this Agreement is terminated or expires, ATC shall henceforth assume all future obligations and liabilities under those contracts either on behalf of itself or of any successor to TMA. ATC agrees to indemnify TMA and First Transit and hold them harmless from all liability and costs arising out of the operation of the transit system, whether or not caused, in whole or in part by the negligence of First Transit or TMA or their agents, servants or employees including any liability associated with or related to the administration of, or acting as trustee for any presently existing or future retirement benefit plan including without limitation, liability for vested, but unfunded or underfunded, benefits for the employees of TMA, provided the management provided by First Transit of such operation and administration is carried out in a reasonably prudent manner, with the following exceptions:

- a) Salaries and benefits of First Transit resident and non-resident personnel and First Transit management personnel referred to in Sections 5 and 6, above.
- b) Claims based upon the failure of First Transit to manage/mentor any persons employed or paid by First Transit to carry out the management services provided herein or to perform such services in a reasonably prudent manner, except to the extent such are based upon First Transit's good faith adherence to ATC's or the GM/CEO's directions, policies or procedures.
- c) Claims based upon any dishonesty, fraudulent misconduct, gross negligence, recklessness or intentional tort committed or directed by any officer or employee of First Transit, including but not limited to any such conduct committed or directed in relation to or as part of the administration of any existing or future retirement plan for TMA employees.
- d) The cost of the fidelity bond covering First Transit resident and non-resident personnel.
- e) Criminal fines or penalties related to persons employed by First Transit.

Amendments, modifications, changes, extensions and renewals of existing contracts and any new agreements or other contractual arrangements proposed to be entered into by TMA shall require the prior approval of ATC.

In the event this Agreement is terminated or expires, ATC may, at its sole option, purchase all of the stock of TMA, the purchase price being \$1.00 and all such stock shall be forthwith transferred, assigned and conveyed to ATC, its assignee or designees.

11. REVENUE

Revenue derived from the operation of the Transit System, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the absolute property of the Client. The handling and treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by the Client. TMA on behalf of the Client, shall receive, collect and deposit all of the aforesaid revenue collected in its operations in the manner directed by the Client. TMA shall keep and maintain the local books and records of the operation of the Transit System in conformity with the requirements, and at the direction of, the Client. TMA shall render and certify to the Client such full and complete monthly or other operating reports and financial statements as the Client shall reasonably require.

12. TITLE TO PROPERTY

All real estate, buildings, equipment, buses, motor vehicles and all materials and supplies reasonably necessary for the operation of the Transit System shall be furnished by the Client and shall remain the property of the Client. All property of any type either real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall be acquired at the Client's expense and shall become the property of the Client.

13. PURCHASING OF EQUIPMENT AND SUPPLIES

TMA shall advise the Client from time to time regarding the types and amounts of materials, supplies, tools and equipment, including buses, needed for use in the operation or maintenance of the Transit System. TMA shall make recommendations as to type, quantity and amount of materials, supplies and equipment to be purchased, and such purchases shall be made pursuant to the Client's purchasing policy.

14. AUDIT AND INSPECTION OF RECORDS

FIRST TRANSIT shall permit the authorized representatives of the Client to inspect and audit all TMA data and records of the subsidiary corporation. To the extent that federal or state funds are involved, the right to inspection and audit shall extend to authorized representatives of the United States Department of Transportation, the Comptroller General of the United States and the applicable state offices, if any.

15. BUDGETS AND PROJECTIONS; FARES AND SCHEDULES

FIRST TRANSIT shall participate in the preparation of annual budgets and projections as required by ATC and agrees to furnish periodic reports and recommendations to ATC relating to fare structure, routes, schedules, and standards of service.

17. THIRD PARTY LIABILITY

The Client will indemnify, defend and hold harmless FIRST TRANSIT, its parent, subsidiaries, affiliates, officers, directors, shareholders, agents, servants, employees and assigns (collectively, "FIRST TRANSIT") from and against any and all loss, liability, claims, damage or expenses (including, but not limited to, attorneys' fees) arising out of, or related to, the management or operation of the Transit System, other Client operations or businesses, or in any way associated with this contract, whether or not caused, in whole or in part, by the negligence of FIRST TRANSIT or its agents, servants or employees.

18. INSURANCE

- A. In furtherance of its obligations under Section 17 above and not in limitation thereof, the Client shall furnish and maintain, at its sole cost and expense, at all times during the term of this Agreement and any renewal or extension thereof, (i) a standard policy of automobile liability insurance having a combined single limit of not less than \$10,000,000 per occurrence insuring FIRST TRANSIT and TMA, as it is defined above, for the ownership, maintenance, use or operation of the buses and other vehicles used in connection with the management and operation of the Transit System, other Client operations or businesses, or in any

way associated with this contract, (ii) a standard policy of general liability insurance having a combined single limit of not less than \$10,000,000 per occurrence insuring FIRST TRANSIT and TMA, its agents, servants and employees for their acts and omissions in connection with the management and operation of the Transit System pursuant to this Agreement and (iii) a standard policy of workers' compensation insurance covering all employees utilized in the operation of the Transit System in accordance with applicable law, together with employer's liability coverage of not less than \$1,000,000 per employee per accident and \$1,000,000 per employee for disease. Each such policy (a) shall be written by an insurer reasonably acceptable to FIRST TRANSIT and TMA, (b) shall, with the exception of the workers' compensation policy, be endorsed to name FIRST TRANSIT and TMA, as defined above, as additional insureds, (c) shall provide that the coverage afforded thereby is primary as to FIRST TRANSIT and TMA and not excess and (d) shall provide that it cannot be cancelled or materially altered without thirty (30) days prior written notice to FIRST TRANSIT and TMA. The Client shall provide FIRST TRANSIT and TMA with certificate evidencing compliance with the provisions of this section 18.A.

- B. The Client shall indemnify, defend and hold FIRST TRANSIT, its agents, servants and employees harmless from and against any and all loss, liability, claims, damage, and expenses (including, without limitation, attorneys fees), resulting from or arising out of the Client's failure to furnish and maintain the insurance policies required by Subsection 18.A. above in accordance with the terms thereof. In the event of any such failure, FIRST TRANSIT may, at its sole option, furnish such policy or policies without prejudice to any other remedy FIRST TRANSIT may have. The cost and expense of furnishing and maintaining such policy or policies shall be deemed an operating expense of the Transit System payable in accordance with the provisions of Section 8.

- C. By requiring insurance herein, First Transit does not represent that coverage and limits will necessarily be adequate to protect Client, and such coverage and limits shall not be deemed as a limitation on Client's liability under the indemnities granted to First Transit in this Agreement.

19. WAIVER OF SUBROGATION

The Client hereby releases and agrees to indemnify, defend and hold harmless FIRST TRANSIT, as defined above, from and against any and all liability for loss of or damage to the buses or other properties of the Client during the term of this Agreement or any renewal or extension thereof. The Client hereby waives on behalf of itself and its insurer(s), any and all rights or subrogation against FIRST TRANSIT, as defined above.

20. LEGAL COUNSEL

It shall be the responsibility of the Client to handle all legal matters of the Transit System not covered by insurance. Whenever legal counsel is required for the benefit of the Transit System and such counsel is not provided by the Client, FIRST TRANSIT shall have the right to retain counsel reasonably acceptable to the Client and charge the cost thereof as an operating expense of the Transit System.

21. FORCE MAJEURE

FIRST TRANSIT shall not be liable to the Client for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, labor unrest, labor shortages, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of FIRST TRANSIT.

22. NO PERSONAL LIABILITY

No officer, director, or employee of the Client or of FIRST TRANSIT shall be personally liable for the fulfillment of the conditions of this Agreement.

23. DEFAULT

In case of a breach of any material provision hereunder, the nonbreaching party shall give the other party prompt written notice of such breach, setting forth the facts in reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days (or in case of breaches which require a longer period to cure, has failed to commence upon such cure within said period and thereafter to diligently proceed with the same to completion), the nonbreaching party shall have the right to terminate this agreement without further notice. This Agreement shall also be terminable for cause at the option of the other party if any party is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed within ninety (90) days; has any of its property attached and fails to remove such attachment within ninety (90) days; becomes insolvent; or, for a period of ninety (90) days, is unable to pay its debts as the same become due, upon ninety (90) days' notice. In the event of gross negligence, reckless or intentional misconduct by a party or its employees, this Agreement may be terminated on notice to the other party.

24. SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

Except as is expressly provided herein, this Agreement is not intended to be a third-party beneficiary Agreement and confers no rights on anyone other than the Client and FIRST TRANSIT.

25. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties.

26. NOTICE

Notice to FIRST TRANSIT means notice in writing addressed to FIRST TRANSIT's Region Vice President at 8800 Corridor Road, Annapolis Junction, Maryland 20701, and to the General Counsel, FIRST TRANSIT, delivered to the office of FIRST TRANSIT at 720 E. Butterfield Road, Suite 300, Lombard, IL 60148. Notice to the Client means notice in writing addressed to Chairman of the Board of Directors, Alexandria Transit Company, 3000 Business Center Drive, Alexandria, Virginia 22314.

27. APPLICABLE LAW

Subject to Federal Law requirements found in **Exhibit A, to which First Transit agrees to be bound**, this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflict of law principles and any dispute shall be venued in the courts located in Alexandria, Virginia.

28. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect. If any language in this Agreement shall conflict with any language in the Exhibits hereto, the language of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

_____ ("CLIENT")

Witness

By:_____
Title:_____
Date:_____

FIRST TRANSIT, INC.

Witness

By:_____
Title:_____
Date:_____

TRANSIT MANAGEMENT OF
ALEXANDRIA, INC.(SUBCORPORATION)

Witness

By:_____
Title:_____
Date:_____

EXHIBIT A
FEDERAL REQUIREMENTS

D. 1) Program Fraud and False or Fraudulent Statements and Claims.

The Contractor acknowledges and agrees as follows:

- A. The Contractor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et al. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract or Subcontract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent that the Federal Government deems appropriate.
- C. The Contractor 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 clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

D.

E. 2) Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

F.

G. 3) Civil Rights Requirements.

H. The following requirements apply to the underlying contract:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975,

as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

B.

C.

D.

E. of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

F.

G. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- 1) 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, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et al., (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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees

that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

D.

E.4) Title VI.

F. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or Leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **-Purchaser** or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such

regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the **Purchaser**, or the -Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has

made to obtain the information.

- E. Sanctions for Compliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **Purchaser** shall impose contract sanctions as it or the (Name of the Appropriate Administration) may determine to be appropriate, including, but not Limited to:
- 1) withholding of payments to the contractor under the contract until the contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

2)5) Termination Provisions.

- 3) A. Termination for Default [Breach or Cause] (General Provision)

- 4)

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

If it is later determined by the **Purchaser** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **Purchaser**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 5)B. Opportunity to Cure (General Provision)___

- 6)

The **Purchaser** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **Purchaser's** satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from **Purchaser** setting forth the nature of said breach or default, **Purchaser** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude **Purchaser** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

7)

8)

9)C. Waiver of Remedies for any Breach

10)

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

11)6) Requirements for Disadvantaged Business Enterprises (DBE).

The Federal Fiscal Year goal has been set by (**Grantee**) in an attempt to match projected procurements with available qualified disadvantaged businesses. **Purchaser** goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by **Purchaser** as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the Contractor noncomplaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

12) A. Policy - It is the policy of the Department of Transportation and **Purchaser** that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the Regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. It is further the policy of **Purchaser** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of **Purchaser** procurement activities are encouraged.

13)B. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and

14)

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17)subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

18)Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the contractor noncomplaint and in breach of contract. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with **Purchaser** DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of **Purchaser** and will be submitted to **Purchaser** upon request. **Purchaser** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- ♣ Identification of qualified DBE
 - ♣ Available listing of Minority Assistance Agencies
 - ♣ Holding bid conferences to emphasize requirements DBE Program
- Definitions, as used in the contract:

- A. Disadvantaged business "means a small business concern":
- 1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 2) Whose management and day business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or
 - 3) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 5 1% of the stock of which is owned by one or more women individuals; and

- 4) Whose management and daily business operations are controlled by one or more women individuals who own it.
- B. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
 - C.
 - D. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or
 - E.
 - F.
 - G.
 - H.
 - I. individuals found to be disadvantaged by the Small Business Administration pursuant to section g(a) of the Small Business Act.
 - J.
 - 1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - 2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 3) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

6)7) Environmental Protection.

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act-of 1969, as amended, 42 U. S.C. §§ 4321 et seq. in accordance, with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S. C. § 5324(b); Council on Environmental Quality Regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

7) 8) Energy Conservation.

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

8) 9) Privacy.

To the extent that the Contractor, any third party contractor at any tier, any subrecipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected subrecipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

- A. Consent of Federal Government. The Contractor agrees to obtain the express consent of the Federal Government before it or its subcontractors, or any
- B.
- C.
- D.
- E. of their employees operates a system of records on behalf of the Federal Government.
- F.
- G. Acknowledgment of Civil and Criminal Penalties. The Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Contract .
- H.
- I. 10) Access to Records and Reports.**
- J. The following access to records requirements apply to this Contract:
- K.

- A. Where the Purchaser is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B.
- C. Where the Purchaser is a State and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- D.
- E. Where any Purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U. S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- F.
- G.
- H.
- I.
- J. The Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- K.

L.11) Access to Records.

M. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of

claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of a such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(1).

N. 12) Clean Air .

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. §§ 7401 et seq. Specifically:

A. to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B.

C.B. to include these requirements in each subcontract exceeding \$100,000

D. financed in whole or in part with Federal assistance provided by the FTA.

E.

F.13) Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The contractor agrees to report each violation to the (**Grantee**) and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

G. 14) Notification of Federal Participation.

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

H.

I.

J.

K. 15) 13(c) and Transit Employee Protective Arrangements.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

L. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out

the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- M. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- N. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.
- O. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

P. 16) Charter Service Operations.

The Contractor agrees to comply with 49 U. S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients 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 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.

Q. 17) School Transportation Operations.

Pursuant to 69 U. S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients 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, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

R. 18) Access Requirements for Individuals with Disabilities.

The Contractor agrees to comply with the requirements of The Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., including but not limited to the regulatory provisions of 49 CFR Parts 27, 37 and 39.

S. 19) Drug Abuse and Testing Requirements.

The Contractor agrees to participate in **Purchaser's** drug and alcohol program established in compliance with 40 FR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20) Disputes.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Purchaser's** representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the next higher chain of command. In connection with any such appeal, the Contractor shall be afforded an opportunity

to be heard and to offer evidence in support of its position. The decision of this person shall be appealable to an arbitrator.

Performance During Dispute. Unless otherwise directed by **Purchaser**, Contractor shall continue performance under this Contract while matters in dispute are being resolved, unless dispute involves a past due payment owed to Contractor uncured within 90 days, in which case Contractor may discontinue performance.

Claims for Damages. Should either party to the Contract suffer injury or damage to person 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 of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the **Purchaser** and the Contractor 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 the **Purchaser** 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 the **Purchaser** or Contractor 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.

T. 21) Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. ID, dated April 15, 1996, 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. The Contractor shall not perform any act, failure to perform any act, or refuse to comply with any **Purchaser** requests which would cause **Purchaser** to be in violation of the FTA terms and conditions.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100, 000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's
Authorized Official

The undersigned chief counsel for the _____ hereby
certifies that the _____ has authority under State and local
law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Typed Name of Applicant's Attorney