

RESOLUTION NO. 2025-04

BE IT RESOLVED, by the City Council of the City of Loxley, Alabama, as follows:

1. That the City of Loxley enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to public transportation with partial funding by the Federal Transit Administration, which agreement is before this City Council.
2. That the agreement to be executed in the name of the City of Loxley, by the Mayor for and on its behalf:
3. That such execution be attested by the City Clerk/Treasurer and the seal of the City affixed thereto:


BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the City Clerk/Treasurer in the minute book of the Loxley City Council.

I, the undersigned City Clerk/Treasurer, of the City of Loxley, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Loxley City Council, at a regular meeting of such Council held on the 10th day of February, 2025, and that such resolution is of record in the Ordinance Book of the Loxley City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Loxley on this 10th day of February, 2025.



ATTEST:


Melissa Lawrence
City Clerk/Treasurer


Richard Teal
Mayor

AGREEMENT

BETWEEN

THE CITY OF LOXLEY

AND THE

STATE OF ALABAMA

RELATIVE TO

A

PASS THROUGH OF FEDERAL FUNDS

FOR

BALDWIN COUNTY

**A SPECIALIZED TRANSPORTATION PROJECT FOR THE ELDERLY AND
PERSONS WITH DISABILITIES TRANSPORTATION / CORONAVIRUS RESPONSE
AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) - ENHANCED
MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES (CRRSAA-5310)**

CFDA: 20.513

AGREEMENT
BETWEEN
THE CITY OF LOXLEY
AND THE
STATE OF ALABAMA

**RELATIVE TO A PASS THROUGH OF FEDERAL FUNDS FOR
SPECIALIZED TRANSPORTATION PROJECT FOR THE ELDERLY AND PERSONS
WITH DISABILITIES TRANSPORTATION / CORONAVIRUS RESPONSE AND
RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) - ENHANCED
MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES (CRRSAA-5310)**

PART ONE (1): INTRODUCTION

THIS AGREEMENT made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as **STATE**; and **CITY OF LOXLEY**, with the USDOT, Federal Transit Administration, hereinafter referred to as USDOT; and

WHEREAS, on December 27, 2020, the President of the United States signed in effect the Coronavirus Response and Relief Supplemental Appropriations Act (Pub.L. 116-260); making available Federal Transit Administration (FTA) funds to support and aid in the efforts to vaccinate the U.S. population; and

WHEREAS, the Application and Guidelines for CRRSAA-Section 5310 funds relative to the service provided herein are made an express part of this Agreement.

WHEREAS, it is in the public interest for the **STATE** and the **CITY OF LOXLEY** to cooperate in implementing specialized transportation projects; and

WHEREAS, the **STATE** is the designated recipient for certain USDOT capital, operating and administrative transportation funds; and

WHEREAS, the **CITY OF LOXLEY** has been selected to be the local implementing (operator) to provide the specialized transportation service and/or equipment and the management and operation thereof under the terms of this Agreement; and

WHEREAS, the **STATE** and the **CITY OF LOXLEY** develop operation and capital award applications, including the documents relating thereto, which were consolidated into a single program of projects and submitted to USDOT, and approved by it.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

PART TWO (2): PROJECT PROVISIONS

- A. Project Description:** The **CITY OF LOXLEY** will undertake an CRRSAA- Section 5310 specialized transportation project hereinafter referred to as the "project" in which **BALDWIN** County is the project area of this Agreement. The project will be accomplished or performed by the **CITY OF LOXLEY** in accordance with this Agreement and the requirements, provisions, terms, and conditions of the award applications, including the documents relating thereto, developed by the **STATE** and the **CITY OF LOXLEY**. These applications, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. The **CITY OF LOXLEY** shall use the project equipment at all times exclusively in conformity with the project description for as long as the equipment is needed for the project. It is understood by the **CITY OF LOXLEY** that failure to carry out the project in accordance with this Agreement, including the award applications and documents related thereto, may result in the loss of federal funding for the project. This project will commence upon execution of this Agreement and written authorization to proceed from the **STATE**. Eligible costs incurred by the **CITY OF LOXLEY** subsequent to USDOT grant approval and prior to written authorization to proceed by the **STATE** may, solely at the discretion of the **STATE** if the proper process and procedure have been used, be reimbursed to the **CITY OF LOXLEY** under this Agreement.
- B. Project Funding:** It is expressly understood that federal funds for this project are being provided through the award approved by USDOT as authorized under Section 5310 of the Federal Transit Act Amendments of 1991, and subsequent amendments, as applicable, and the **STATE** will not be liable for any funding. It is understood that any costs incurred by the **CITY OF LOXLEY** in administering this project which are determined to be ineligible for reimbursement by the USDOT will be borne by the **CITY OF LOXLEY** with no liability to the **STATE**. The costs allowable are those costs defined in Federal Acquisition Regulations Subpart 31.107 or 31.108, whichever is applicable of the Federal Acquisition Regulations and will include direct and indirect costs to complete the project as shown in the approved grant applications and the documents related thereto. It is understood that budget adjustments may be necessary and may be allowed, subject to the prior approval of the **STATE** in writing, in order to successfully carry out the project. However, under no circumstances, will the **CITY OF LOXLEY** be reimbursed for expenditures over and beyond the **STATE** approved amount. The **CITY OF LOXLEY** must obtain written approval of the **STATE** prior to incurring costs not listed in the approved grant application budgets. It is expressly understood that any costs incurred by the **CITY OF LOXLEY** in administering this project which are determined to be ineligible for reimbursement by the USDOT will be borne by the **CITY OF LOXLEY** with no liability to the **STATE**.
- C. Term of Contract:** This agreement shall be effective on the date the Agreement is signed by the Governor of the State of Alabama, through September 30, 2024,

unless amended by the **STATE**.

- D. Regulations:** The **CITY OF LOXLEY** agrees to comply and become familiar with all state and federal laws, rules, regulations and procedures applicable to this Agreement. The **STATE**, upon request, will furnish to the **CITY OF LOXLEY** a copy of any and all such applicable state and federal laws, rules, regulations and procedures.
- E. Purchase of Project Capital Equipment:** The purchase of project equipment financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules regulations and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. No federal funds administered by ALDOT shall be used for purchases of vehicles or equipment by the **CITY OF LOXLEY** without the written consent of the **STATE**. The **STATE** will solicit bids and make awards for vehicles purchased pursuant to this Agreement and the **CITY OF LOXLEY** will transmit to the **STATE**, a certified check payable to the Alabama Department of Transportation for vehicle or equipment valid when given and when presented for payment for any required match or non-federal participating share of the bid price of the project equipment. The check will accompany the order form of the **CITY OF LOXLEY** for the project equipment. The federal share of the cost of the project will not exceed the amount indicated in the latest approved project budget. It is expressly understood that the entire cost of project vehicles and equipment in excess of the specified federal share will be borne by the **CITY OF LOXLEY** with no liability to the **STATE** or USDOT. The **CITY OF LOXLEY** recognizes and acknowledges that the **STATE** provides federal funding for this project keeping with the provisions of this Agreement, and that the **STATE** is responsible for protection of such funds so paid or invested. In order to better secure federal and state funding paid and invested by the **STATE**, the **CITY OF LOXLEY** does hereby award and convey to the State of Alabama a lien on and against any and all vehicles and equipment purchased under this Agreement in an amount equal to any and all funds paid by the **STATE** from Federal funding, toward the respective purchase of any and all vehicles and equipment under this Agreement.
- F. Use of Equipment:** All project vehicles and equipment will be at all times used for providing specialized transportation services for the elderly and persons with disabilities within the project area described in this Agreement, including the approved award applications and related documents, for the duration of the project. If, during such period, project equipment is not used in this manner or is withdrawn from transportation service, the **CITY OF LOXLEY** will immediately notify the **STATE** and the project equipment will be disposed of by the **STATE** or reassigned in accordance with federal regulations and as directed by the **STATE**. The provisions of this Agreement and the provisions of Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Awards and Cooperative Agreements to State and Local Governments," will govern all project property, utilization and disposition. During the period of project performance under this Agreement, the **CITY OF LOXLEY** will maintain the project equipment

and facilities at a high level of cleanliness, safety, and mechanical soundness. The **STATE** and the USDOT will have the right to conduct periodic inspections of project facilities, equipment, and project areas and premises for the purpose of confirming proper maintenance pursuant to these regulations.

- G. Non-Expendable Purchases:** The purchase of all non-expendable items over three thousand dollars (\$3,000.00) must be requested in advance by the **CITY OF LOXLEY**, and approved in writing by the **STATE** to be eligible for reimbursement.
- H. Lease of Project Vehicles:** Any Agreement made by the **CITY OF LOXLEY** for lease of a vehicle or vehicles will be subject to written approval of the **STATE**. When vehicles are leased from private enterprise, the lease will contain a provision for applying a portion of the lease cost toward the purchase price in the event the vehicles are purchased at a later date. All vehicle leases will be subject to applicable bidding requirements of Federal and State of Alabama law.
- I. Insurance:** The **CITY OF LOXLEY** will have insurance coverage adequate to protect the project vehicles, facilities, and equipment. In addition, the **CITY OF LOXLEY** will have adequate public liability insurance coverage with limits for bodily injury not less than \$100,000.00 to any one person and not less than \$300,000.00 for any one accident and property damage of not less than \$50,000.00, which insurance will be in effect at all times during performance of this project. Documentation acceptable to the **STATE**, that the above-required insurance has been secured will be submitted to the **STATE**. Proof of insurance must also be provided to the **STATE** by the **CITY OF LOXLEY** prior to removal by the **CITY OF LOXLEY** of the vehicle from state property. All insurance shall be by companies authorized to do business in Alabama. The **CITY OF LOXLEY** shall also carry Workmen's Compensation coverage. The **CITY OF LOXLEY** will comply with any and all insurance requirements, which are imposed or required by the Alabama Public Service Commission in keeping with its authority, and such requirements as are imposed by the laws of the State of Alabama.
- J. Licensing:** The **CITY OF LOXLEY**, in providing services under this Agreement, will comply with all state licensing standards and any other standards provisions applicable to this Agreement or which might be applicable to its operations under this Agreement.
- K. Motor Vehicle Safety Standards:** The **CITY OF LOXLEY** agrees to comply with, and assures its third party contractor(s) will comply with, the U.S. Federal Motor Carrier Safety Administration (FMCSA) regulations, as applicable.
- L. Contracts Under This Agreement:** The **CITY OF LOXLEY** will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written concurrence of the **STATE**.
- M. Audit and Inspection:** The **CITY OF LOXLEY** will permit the **STATE**, the

Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives access, to inspect, at any time, any and all vehicles, facilities and equipment utilized or used in performance of the project; records of all transportation services rendered by the **CITY OF LOXLEY** in the use of such vehicles, facilities and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The **CITY OF LOXLEY** will also permit the entities listed above to audit the records and accounts of the **CITY OF LOXLEY** pertaining to the project at any and all times, and the **CITY OF LOXLEY** will give its full cooperation to the **STATE**. Furthermore, the responsibility for auditing certain public entities, agencies and organizations is vested in the Department of Examiners of Public Accounts under the Laws of the State of Alabama. If the **CITY OF LOXLEY** is not subject to audit by the Department of Examiners of Public Accounts, the **CITY OF LOXLEY** does hereby agree that the **STATE** may, solely at the discretion of the **STATE**, request an audit of the **CITY OF LOXLEY** by the Department of Examiners of Public Accounts or another auditor at further discretion of the **STATE**, and that the **CITY OF LOXLEY** will fully cooperate with said audit. The **CITY OF LOXLEY** will ensure that the **STATE** is forwarded a copy of the audit within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period. Failure to do so may result in the suspension of payment to the **CITY OF LOXLEY**.

- N. Audit Requirements:** The **CITY OF LOXLEY** will comply with all audit requirements set forth in the Uniform Guidance "Super Circular" published by the Office of Management and Budget at 2 CFR Part 200 Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and attachment "Financial Statement Submittal Policy of ALDOT for Local Transportation Agencies". USDOT incorporated these changes at 2 CFR part 1201, which deviates from part 200 only with respect to standard application requirements, equipment, procurements by States, and financial reporting. In addition, for any audit submitted, the **CITY OF LOXLEY** should submit to the External Audit Manager of the ALDOT, along with its annual audit report, a letter from its CPA setting out audit findings, whether material or immaterial, noted in this report. If there were no findings other than those noted in the audit report the CPA should issue a letter stating such. Furthermore, the **CITY OF LOXLEY** will maintain on file, within its office, a letter from its CPA stating the results of its peer review, whether favorable or unfavorable, as required by Government Auditing Standards (also known as the "Yellow Book"). As required by Legislative Act # 94-414, the Examiners of Public Accounts shall be the repository of audit reports for entities receiving public funds. The **CITY OF LOXLEY** shall provide a copy of its audit to the Examiners of Public Accounts when completed.
- O. Equipment Management:** The **CITY OF LOXLEY** will comply with management standards specified in the "Uniform Administrative Requirements for Awards and Cooperative Agreements to State and Local Governments"(49 CFR Part 18.32) in the control, use, and disposition of equipment acquired under this award. Equipment management will also include the following:

1. Maintain equipment records that include a description of the equipment; a serial or other identification number; the source of the equipment; the acquisition date and cost of the equipment; percentage of federal and local participation in the cost of the equipment; the location, use and condition of the equipment; repairs and maintenance to equipment; and ultimate disposition data including the date of disposal and sale price.
2. An annual physical inventory to validate the inventory with records described in the preceding paragraph.
3. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage or theft shall be investigated.
4. Develop and follow procedures to keep the equipment maintained and in good condition. At a minimum, the **CITY OF LOXLEY** shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date, the maintenance was performed. Maintenance records shall be provided to the **STATE** upon request.
5. When original or replacement equipment acquired under a award is no longer needed for the original project or program or for other activities currently or previously supported by a federal or state agency, the **CITY OF LOXLEY** shall contact the **STATE** to request authority to dispose of the equipment, and the **STATE** shall issue disposition instructions.

P. Records and Reports:

1. **Establishment and Maintenance of Accounting Records.** The **CITY OF LOXLEY** will establish and maintain, in accordance with requirements established by the **STATE**, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the **STATE** as determined by the Alabama Department of Transportation's External Audit Manager.
2. **Documentation of Project Cost.** All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the **STATE**.
3. **Checks, Orders and Vouchers.** All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
4. **Reports.** The **CITY OF LOXLEY** will report to the **STATE** the progress of the project in such a manner as the **STATE** may require. The **CITY OF LOXLEY** will also submit to the **STATE**, at the beginning of each fiscal year, certification in form and detail acceptable to the **STATE**, that the project equipment is still being used in accordance with the terms of this Agreement. The **CITY OF LOXLEY** will also provide to the **STATE** any information requested by the **STATE** regarding the project.
5. **Financial Statements.** The **CITY OF LOXLEY** will submit to the **STATE**, at such time as the **STATE** may require, such financial statements, data,

records, contracts and other documents related to the project as may be requested by the **STATE**.

6. **Right of Access to Records.** The **STATE** will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.
 - a. The **CITY OF LOXLEY** agrees to require its third party contractor(s) and third party subcontractor(s), at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, the **STATE**, or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. §5325(g). The **CITY OF LOXLEY** further agrees to require its third party contractors and third party subcontractors to provide sufficient access to third party procurement records as needed for compliance with federal regulations or to assure proper project management as determined by FTA.
 - b. The **CITY OF LOXLEY** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 7. **Retention of Records.** The **CITY OF LOXLEY** will retain all books, records, and other documents relative to this Agreement for three (3) years after project termination or close out or as otherwise required, and the **STATE**, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and the right to examine any of said materials at all reasonable times during said period.
- Q. Prompt Payment Requirement:** The **CITY OF LOXLEY** will comply with 49 C.F.R. Part 26.29 in regard to prompt payment mechanisms and retainage payment. The **CITY OF LOXLEY** is required to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the **CITY OF LOXLEY**. The **CITY OF LOXLEY** must pay the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

PART THREE (3): GENERAL PROVISIONS

- A. CITY OF LOXLEY to Indemnify:** Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the **CITY OF LOXLEY** shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the **CITY OF LOXLEY**, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **CITY OF LOXLEY** pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the **CITY OF LOXLEY** its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **CITY OF LOXLEY**, its agents, servants, representatives or employees, or anyone for whose acts the **CITY OF LOXLEY** may be liable.
- B. Permission to Start Work:** The **CITY OF LOXLEY** will not proceed with the project work until the **STATE** gives written authorization for the **CITY OF LOXLEY** to proceed.
- C. Termination:** In the event the **CITY OF LOXLEY** fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the **CITY OF LOXLEY** under this Agreement. Any such default or defaults not corrected by the **CITY OF LOXLEY** within thirty (30) days following receipt of written notice from the **STATE** by certified or registered mail of such default or defaults, will be deemed a breach by the **CITY OF LOXLEY** of this Agreement, and the **STATE** may terminate this Agreement. A waiver by the **STATE** of a default or defaults by the **CITY OF LOXLEY** will not constitute a waiver of subsequent default or defaults by the **CITY OF LOXLEY**. In addition, if the award from USDOT is terminated by USDOT the **STATE** will have the right to terminate this Agreement by giving ten (10) days written notice of termination. This notice will be mailed by certified or registered mail. Unless otherwise terminated as herein provided, this Agreement will terminate upon expiration of the useful life of the project equipment.
- D. Performance:** The **CITY OF LOXLEY** will commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner.

- E. Civil Rights:** During the performance of this AGREEMENT, the **CITY OF LOXLEY** agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:
- (1) Nondiscrimination in Federal Transit Programs – The **CITY OF LOXLEY** agrees to comply, and assures the compliance of each third party contractor at any tier under the Project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.
 - (2) Nondiscrimination – Title VI – The **CITY OF LOXLEY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all requirements under Title VI of the Civil Rights Act of 1964, as amended. These requirements provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - (3) Equal Employment Opportunity – The **CITY OF LOXLEY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e), and 49 U.S.C. 5332 and any implementing requirements FTA may issue.
 - (4) Nondiscrimination on the Basis of Sex – The **CITY OF LOXLEY** agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et seq.), with implementing DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
 - (5) Nondiscrimination on the Basis of Age – The **CITY OF LOXLEY** agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
 - (6) Nondiscrimination on the Basis of Disability – The **CITY OF LOXLEY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, and all other applicable federal regulations relating hereto, issued by the USDOT.
 - (7) Disadvantaged Business Enterprise Requirements – The **CITY OF LOXLEY** agrees and assures that it shall not discriminate on the basis of race, color, sex, national origin or disability in the award and performance of any third party contract or subagreement supported with Federal assistance derived from USDOT or in the administration of its DBE program and will comply with the requirements of 49 CFR part 26. Failure of the **CITY OF LOXLEY** to comply under the terms of this Agreement, or failure of its contractor(s) at any tier to carry out the DBE requirements of this Agreement shall constitute a breach of contract, and may result in termination of the contract by the **STATE**, or other remedies may be undertaken by the **STATE** as it deems appropriate.

- (8) The **CITY OF LOXLEY** agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- F. Americans with Disabilities Act:** The **CITY OF LOXLEY** will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA) which mandates equal opportunity in employment, transportation, telecommunications, and places of public accommodation for individuals with disabilities.
- G. Activities Not Involving Construction:** The **CITY OF LOXLEY** agrees to comply, and assures that each third party contractor will comply, with the following federal laws and regulations providing Wage and Hour protections for nonconstruction employees: 1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq.*, and 2) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- H. Prohibited Interest:** No member, officer, or employee of the **CITY OF LOXLEY** during his tenure or for two (2) years thereafter will have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- I. Project Administration:** The **CITY OF LOXLEY** will abide by, conform to, and comply with all provisions of Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirement for Awards and Cooperative Agreements to State and Local Governments," in performance of this contract.
- J. Disputes with Private Enterprise Providers of Transportation:** The **CITY OF LOXLEY** will establish a process by which private providers may have disputes or conflicts arising out of the performance of this project properly heard and settled. This process will be submitted to the **STATE** within thirty (30) days from the notice to proceed with the project.
- K. Charter Provisions:** Charter services provided by the **CITY OF LOXLEY** will be in compliance with USDOT charter regulations 49 CFR part 604 and subsequent legislation.

- L. **School Bus Provisions:** The **CITY OF LOXLEY** nor any third party contractor that is participating in its Project will engage in school transportation service exclusively for the transportation of students or school personnel in competition with private school transportation operators, except as permitted under:
- (1) Federal transit law, specifically 49 U.S.C. § 5323(f) or (g),
 - (2) FTA regulations, "School bus Operations," 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. § 5323(f) or (g),
 - (3) Any other federal "School Operations" regulations, or
 - (4) Federal directives, except as FTA determines otherwise in writing.
- M. **Dispute Resolution:** Should a dispute between the parties relate to the payment of money to the Error! Reference source not found., the sole remedy of the Error! Reference source not found. shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between parties, senior officials of Error! Reference source not found. and the **STATE** who have authority to bind their principals to any agreement they shall reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the **STATE** to use the alternative methods to attempt to resolve a dispute is not a waiver of the **STATE's** right to assert sovereign immunity.
- N. **Buy America:** The **CITY OF LOXLEY** will comply with all applicable Buy America Requirements as referenced in Section 1048 of the Federal Transit Act Amendments of 1991 and subsequent legislation.
- O. **Other Applicable Regulations:** The **CITY OF LOXLEY** will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 United States Code 1857(h)], Section 508 of the Clean Water Act (33 United State Code 1368), Executive Order 11738, Environmental Protection Agency regulations (40 Code of Federal Regulations 15).
- P. **Restrictions on Lobbying:** The **CITY OF LOXLEY** will comply with all applicable restrictions on Lobbying as referenced in 49 C.F.R. Part 20. The **CITY OF LOXLEY** agrees that no federal financial assistance may be used to influence any Member of Congress or an officer or employee of any **CITY OF LOXLEY** in connection with the making of any federal contract, award, or cooperative Agreement.
- Q. **Out-of-State Travel:** All out-of-state travel (travel outside Alabama) costs under this project must be requested in advance by the **CITY OF LOXLEY** on the correct state travel request form, and approved in writing by the **STATE** to be eligible for reimbursement.
- R. **In-State Travel:** All in-state travel costs incurred under this project will be subject to the per diem policies of the State of Alabama. These policies are revised periodically and thusly will reflect revised per diem rates.

- S. Subcontractors:** The **CITY OF LOXLEY** will not enter into any subcontract which utilizes USDOT funds or USDOT funded equipment without prior written consent of the **STATE** and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the **STATE**.
- T. Agreement Change:** The terms of this Agreement may be modified by supplemental Agreement duly executed by the parties hereto.
- U. Drug and Alcohol Testing:** The **CITY OF LOXLEY** is not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's License (CDLs) (49 C.F.R. part 382). Section 5310 subrecipients that also receive funding under Sections 5307 or 5311 should include any employees funded under the Section 5310 project in their testing program.
- V. Drug-Free Workplace Act of 1988:** The **CITY OF LOXLEY** assures the **STATE** that it publishes a statement notifying employees of the policies in support of a drug-free workplace; and establishes an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The **CITY OF LOXLEY's** policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs, and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- W. Privacy Act:** The **CITY OF LOXLEY** shall comply with the Privacy Act of 1974 (5 U.S.C. Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system of records on individuals to be operated by the **CITY OF LOXLEY**, its contractors or employees to accomplish a Government function. The **CITY OF LOXLEY** shall include this Privacy Act notification in every approved subcontract for the same purpose.
- X. Program Fraud and False or Fraudulent Statements and Related Acts:** The **CITY OF LOXLEY** acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government in connection with the Project, the Federal Government reserves the right to impose on the **CITY OF LOXLEY** the penalties of 18 U.S.C. § 1001, 31 U.S.C. §§ 3801 et seq., and 49 U.S.C. § 5307 (n)(1), as the Federal Government may deem appropriate. The terms of U.S. D.O.T. regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to this project.
- Y. Suspension and Debarment:** The terms of the U.S. DOT regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," set forth in Executive Order 12549 and implemented by 49 CFR Part 29, are applicable to this award Agreement. Furthermore, any contractor

employed by the **CITY OF LOXLEY** is also bound by the terms of 49 CFR Part 29 and must complete a Lower Tier Participant Certification. The **CITY OF LOXLEY** warrants the debarment certification furnished as part of the application is current and valid.

- Z. Energy Conservation:** The **CITY OF LOXLEY** agrees to comply with the mandatory standards and policies relation to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- AA. Liquidated Damages Provision:** The **CITY OF LOXLEY** may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day or overrun in contract time; and the rate must be specific in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.
- BB. Funds Shall Not Be Constituted as a Debt:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
- CC. Termination Due to Insufficient Funds:**
1. If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.
 2. In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.
- DD. Federal Changes:** The **CITY OF LOXLEY** 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 current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The **CITY OF LOXLEY's** failure to comply shall constitute a material breach of this contract.
- EE. No Federal Government Obligations to Third Parties by Use of a Disclaimer:**
1. The **CITY OF LOXLEY** acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

FF. Incorporation of Federal Transit Administration (FTA) Terms: All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F 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 **CITY OF LOXLEY** shall not perform any act, fail to perform any act, or refuse to comply with any **STATE** or Federal requests which would cause the **STATE** to be in violation of the FTA terms and Conditions.

GG. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

HH. By entering into this Agreement, the **CITY OF LOXLEY** is not an agent of the **STATE**, its officers, employees, agents or assigns. The **CITY OF LOXLEY** is an independent entity from the **STATE** and nothing in this Agreement creates an agency relationship between the parties.

II. ECONOMIC BOYCOTT: In compliance with Ala. Act No. 2023-409, by signing this Agreement, the parties agree, without violating controlling law or regulation, do not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

CITY OF LOXLEY

By: Melissa Lawrence

By: [Signature]

Title: City Clerk

Title: Mayor

This Agreement has been legally reviewed and approved as to form and content.

[Signature]
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

[Signature]
Bradley B. Lindsey, P.E.
State Local Transportation Engineer

[Signature]
Edward N. Austin, P.E.
Chief Engineer
Alabama Department of Transportation

State of Alabama, acting by
and through the Alabama
Department of Transportation

The foregoing Agreement is hereby
executed in the name of the State of
Alabama and signed by the Governor on
the 5 day of April, 2025.

[Signature]
John R. Cooper
Transportation Director

[Signature]
Kay Ivey
Governor, State of Alabama

ATTACHMENT:
Financial Statement Submittal Policy of ALDOT For Local
Transportation Agencies

January 7, 2020

Subject: Financial Statement Submittal Requirements

The following is the submittal requirements for the financial statement requirements for local transportation agencies receiving federal funds.

- A single audit is required for agencies that expends \$750,000* or more of federal funds during its fiscal year. This amount is set forth in the Office of Management and Budget (OMB) in 2 CFR Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- A financial statement audit is required for agencies that expends more than \$250,000 but less than \$750,000* of federal funds.
- Agencies that have expended less than \$250,000 of federal funds can submit either a compilation or self-prepared financial statements. However, ALDOT reserves the right to require an audit by an independent CPA if deemed necessary.

Note *: The \$750,000 amount is the threshold amount established by 2 CFR Chapter I, Chapter II, Part 200. If this amount is changed by the OMB, the revised amount will be applicable.