

MEMORANDUM OF AGREEMENT

Between

Wasatch Front Regional Council and Tooele County

For

TOOELE COUNTY MOBILITY MANAGEMENT SERVICES

This agreement is entered into by and between the Wasatch Front Regional Council (WFRC) and Tooele County. The foregoing are all the Parties to this agreement.

RECITALS

WHEREAS, WFRC is the Metropolitan Planning Organization (MPO) for the Salt Lake- West Valley City and Ogden-Layton Urbanized Areas and assists with transportation planning in the non-urbanized areas of Morgan, Tooele, and Weber Counties, hereinafter included in the term "Region," and Tooele County is a county within the WFRC "Region," and

WHEREAS, MOBILITY MANAGERS (MM) for the REGION foster, organize, and guide local and regional coordination efforts that directly or indirectly improve access and mobility for seniors, persons with disabilities and/or persons with low income, and

WHEREAS, the MM for the Region are WFRC staff and are funded through a contract with the Utah Department of Transportation using Federal Transit Administration (FTA) Job Access and Reverse Commute (5316) and New Freedom (5317) grants and local funds, and

WHEREAS, the MM serve as staff for the Wasatch Regional Coordination Council for Community Transportation (RCC) for the REGION and local mobility councils for each county, and

WHEREAS, the MM, in collaboration with the Tooele County Mobility Council, developed the plan for the Tooele County Mobility Management program including accessible shuttle services, a volunteer driver program, and one call center for Tooele County, and

WHEREAS, the MM wishes to secure the services of Tooele County staff in order to implement the Tooele County Mobility Management (TCMM) program, and

WHEREAS, the WFRC is willing to provide FTA sections 5316 and 5317 funding to support these efforts.

NOW, THEREFORE, the parties hereto agree as follows:

STIPULATIONS

1. **WORK SCOPE.** The Work Scope is defined as assisting the WFRC MM in the work necessary to implement the Tooele County Mobility Management program. Tooele County agrees to provide assistance of approximately 25 hours per week to the WFRC MM in order to

implement the TCMM program. Implementation of the TCMM Program shall include, but is not limited to, the development and implementation of the Tooele County Volunteer Driver Program and the centralized scheduling and dispatch system, and the operations planning of the Tooele County Shuttle.

2. PROJECT MANAGEMENT. The WFRC and Tooele County will work together cooperatively to implement the TCMM program. The WFRC will provide the necessary guidance for Tooele County to complete the tasks necessary for implementation.
3. TIME FRAME. The time frame for this contract will be from the date of this agreement listed below through June 30, 2013 or until date of signed contract with UDOT for Tooele Mobility Management funding, whichever comes first.
4. FUNDING. The Project is funded through the FTA JARC and New Freedom grants (80%) and Tooele County non-USDOT funding source. Total cost of this project is \$15,000. The WFRC agrees to provide \$12,000 in FTA sections 5316 and 5317 funding to Tooele County to complete the work. Tooele County will provide the \$3,000 in local matching funds for the project. These funding considerations are described in the table below.

FUNDING SOURCES

Mobility Management Staff Costs		
Total	100%	15,000
FTA	80%	12,000
Tooele County	20%	3,000

5. PAYMENT. Tooele County shall invoice WFRC for their Tooele County Mobility Manager costs on a monthly basis for the duration of this Memorandum of Agreement. WFRC shall reimburse Tooele County for 80% of their invoiced costs using FTA sections 5316 and 5317 reimbursements from UDOT.
6. COORDINATION. All Parties to this agreement shall keep each other abreast of substantive communications and activities related to this work.
7. CHANGES. Alterations, extensions, supplements, or modifications of the terms of this agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this agreement, and made a part thereof.
8. TERMINATION OF AGREEMENT. Any party may terminate this agreement for cause if any other party fails to fulfill the obligations specified herein in a timely and proper manner, or if any other party violates any of the foregoing stipulations. If any party to this agreement wishes to withdraw for convenience, they shall have the right to terminate this agreement by giving written notice of such termination to all other parties and specifying the effective date thereof, which date shall be at least thirty (30) days after the date of such notification. Parties terminating this agreement are responsible for meeting their financial obligations as described

in Stipulation 4, Funding.

9. Attachment A: Federal Clauses are applicable to this Memorandum of Agreement.

IN WITNESS WHEREOF, WFRC and Tooele County have executed this agreement:

Andrew Gruber, Executive Director
Wasatch Front Regional Council

Date

Collen Johnson

Tooele County Commissioner

11/20/12

Date

ATTEST:

Marilyn K. Gillette

MARILYN K. GILLETTE
TOOELE COUNTY CLERK



Attachment A: Federal Clauses

No Federal Obligations to Third Parties

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

False Statements or Claims, Civil or Criminal Fraud

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 4) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that

may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 5) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 6) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Changes to Federal Requirements

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 Master Agreement 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.

Access to Third Party Contract Records

- 1) 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)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) 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)1, 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.

- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) 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)1) 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.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) 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 all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Termination

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

- 3) **Opportunity to Cure (General Provision):** The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 4) **Waiver of Remedies for any Breach:** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts):** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the

(Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- 8) **h. Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

9) **Termination for Convenience or Default (Architect and Engineering):** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

10) **Termination for Convenience or Default (Cost-Type Contracts):** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights (Title VI, EEO, ADA)

The following requirements apply to the underlying contract:

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

- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future 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.

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

 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment

Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disadvantage Business Enterprises

The contractor, if subcontracts are to be let, will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Incorporation of Federal Transit Administration (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 4220.1E, 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, fail to perform any act, or refuse to comply with any the Utah Department of Transportation requests which would cause the Utah Department of Transportation to be in violation of the FTA terms and conditions.

ADA Access

The contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- 1) Section 504 of the Rehabilitation Act of 1973, as amended (Section 504): 29 USC 794 prohibits discrimination on the basis of disability by recipients of federal financial assistance.
- 2) Americans with Disabilities Act of 1990, as amended: 42 USC 12101 et seq. prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- 3) DOT Public Transportation Regulations implementing Section 504 and the ADA: These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38. Examples of requirements include, but are not limited to, the following:
 - a. Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;
 - b. Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
 - c. Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;
 - d. Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

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.

4. Participate in the Utah Arthritis Advisory Council.
 - a) Attend annual meeting (attendance by phone is acceptable).
 - b) Participate on UAAC CDSMP projects if needed.
5. Participate in yearly evaluation of mini-grant program.
 - a) Complete evaluation and return to UDOH as requested.

C. REPORTS

1. The GRANTEE shall provide Quarterly Reach and Progress Reports to the Utah Arthritis Program within 10 days following the quarter. These reports outline the number of classes taught and the number of unique participants. Reports are due October 10, 2012, January 10, 2013, April 10, 2013, and July 10, 2013. Reports should be submitted to Rebecca Castleton and Randy Tanner via email (rcastlet@utah.gov and rtanner@utah.gov) or hard copy (Rebecca Castleton, Bureau of Health Promotion, Utah Department of Health, P.O. Box 14210, Salt Lake City, Utah 84114-2107).

D. CONSULTATION

1. The DEPARTMENT agrees to consult with the GRANTEE as needed.
2. The GRANTEE agrees to meet with the Utah Arthritis Program as needed.

B. SERVICES

**Phases II, III, IV, and V (July 1 – September 30, 2012; October 1 – December 31, 2012;
January 1 – March 31, 2013; April 1 – June 30, 2013)**

The GRANTEE shall:

1. Develop the Arthritis Foundation Exercise Program (AFEP) infrastructure in Tooele's Area Agency on Aging.

By June 30, 2013, implement AFEP in Tooele and Grantsville, increasing reach to exceed 2012 participant total for AFEP.

- a) Plan services quarterly.
- b) Identify and train additional AFEP leaders as needed.
- c) Determine appropriate marketing strategies and market course to participants
 - i. Identify newspapers and other media sources targeting older adults, place ads
- d) Identify and recruit participants that would benefit from the course
- e) Conduct ongoing course in Tooele location and expand to Grantsville, as well as and other sites if possible.
- f) Collect and submit Reach data quarterly to AF and UAP (see C. Reports below)

2. Increase participation in the Chronic Disease Self Management Program in Tooele's Area Agency on Aging.

By June 30, 2013, implement CDSMP in Tooele and Grantsville, holding at least two workshops during the fiscal year.

- a) Plan services quarterly.
- b) Identify and train additional CDSMP leaders as needed.
- c) Determine appropriate marketing strategies and market course to participants
 - i. Identify newspapers and other media sources targeting older adults, place ads
- d) Identify and recruit participants that would benefit from the course
- e) Conduct workshops in Tooele location and expand to Grantsville, as well as and other sites if possible.
- f) Collect and submit Reach data quarterly to AF and UAP (see C. Reports below)
- g) Submit CDSMP Conditions Summary Report and Attendance Form after each six-week series

3. Participate in the CDSMP Coordination Workgroup.
 - a) Attend monthly meetings (attendance by phone is acceptable).
 - b) Participate in discussions and group activities.

**Tooele Area Agency on Aging
FY2013 Special Provisions
Arthritis Program**

A. PAYMENTS

The DEPARTMENT shall pay a total fixed price of \$5,000 for services provided by the GRANTEE. This includes travel and printing expenses incurred by GRANTEE. GRANTEE shall invoice the DEPARTMENT upon completion for each of Phases II-V outlined below.

- Phase I services: Receipt of signed contract - \$1,000
- Phase II services: July 1, 2012 – September 30, 2012, upon receipt of Quarterly Progress Report - \$1,000
- Phase III services: October 1, 2012 – December 31, 2012, upon receipt of Quarterly Progress Report - \$1,000
- Phase IV services: January 1, 2013 – March 31, 2013, upon receipt of Quarterly Progress Report - \$1,000
- Phase V services: April 1, 2013 – June 30, 2013, upon receipt of Final Report - \$1,000

The GRANTEE shall invoice the DEPARTMENT no later than July 15, 2013 for expenses from July 1, 2012 – June 30, 2013 and are subject to the following conditions.

1. Invoices specific to UAP should be directly mailed to Rebecca Castleton, Bureau of Health Promotion, Utah Department of Health, P.O. Box 142107, Salt Lake City, Utah 84114-2107, or emailed to rcastlet@utah.gov
2. Payment for questioned costs may be withheld pending resolutions of the dispute and may require re-billing for the GRANTEE

3. FUNDING SOURCE

CFDA number: 93.945
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