Invoices and a JAVUNT certification that the work is complete and eligible for payment shall be submitted for reimbursement to the City. The request shall include contractor support for reimbursement to the City. JAVUNT shall annually under the terms of this agreement

2.02

Agreement

The amount of funding provided to JAVUNT is as follows:

2.01

JAVUNT has provided or will be providing matching funds from state and/or local sources in an amount equal to fifty percent (50%) of the total dollars in grant funds paid or that will be paid to JAVUNT as documented by JAVUNT as of the date of this agreement as documented by JAVUNT as of the date of this agreement as documented by JAVUNT as of the date of this agreement.

PART II: FUNDING

Reference as if fully set forth

The City, according to Section 3.07 of the Agreement, agrees to fund in part, the transit service for the purpose of providing the services within the Charlotteville-Area

1.01

JAVUNT is designing and intends to, undertake the projects, providing the services within the Charlotteville-Area

PART I: PROJECTS

NOW, THEREFORE, the parties do mutually agree as follows:

WHERAS, this agreement is the most efficient means for JAVUNT to complete the work and agreement will be eligible for funding from the grants and

WHERAS, JAVUNT is planning on completing the projects, which work, upon execution of this agreement

WHERAS, the City of Charlotteville has obligated grants from the Federal Transit Administration (hereafter referred to as "FTA") to fund in part, a complementary and pseudorough service (hereafter referred to as "the services") within the Charlotteville-Area

WHERAS, the City of Charlotteville ("the City") and

CHARLOTTESVILLE AND JAVUNT, INC.

SUBRECEIPT AGREEMENT BY AND BETWEEN THE CITY OF CHARLOTTESVILLE AND JAVUNT, INC.
NO OBLIGATION BY FEDERAL GOVERNMENT

Federal terms included here:

b. Additional Federal Terms: JAUNT shall also comply with all additional

metropolitan transit of this agreement.

during the term of this agreement. JAUNT’s failure to comply shall constitute a

FTA Master Agreement, as they may be amended or promulgated from time to time

directions, including without limitation those issued directly or by reference in the

subsequent, applicable orders, FTA circulars, FTA circulars, regulations, policies, procedures, and

Federal Requirements: JAUNT shall at all times comply with all applicable Federal


3.02. In addition, JAUNT shall comply with the following:

C. Grant

JAUNT shall perform the Project in strict accordance with the provisions of the

applicable Federal law, FTA Circulars, and any other FTA regulations, policies, and directives

that may be promulgated by the FTA. JAUNT and all their contractors and sub-contractors

shall comply with all FTA Circulars and Circulars issued by the FTA. JAUNT shall comply

with all Federal, State, and local laws and regulations applicable to this Project.

3.04. In no event shall reimbursement of Project costs from the FTA Grant funds exceed 50%

Such payments will be made within thirty working days of receipt by the FTA.

PART III: GRANT REQUIREMENTS

or improperly expended.

(excepting the 50% local match funds) deemed ineligible for payment with Grant funds

expended by JAUNT. Upon FTA Agreement Date, JAUNT shall deposit in the 50% local match funds account.

If the FTA determines that any FTA Grant funds were not properly

of the total Grant amount. If the FTA determines that any FTA Grant funds were not properly

Chamberlainsville, V.A. 22920

104 Kingsway Place

JAUNT, and send to JAUNT, Inc.

When the City receives the requested funds from FTA, the City shall make payments to

sufficient resources for reimbursement within thirty (30) days of receipt by the City.

promisory to this Agreement. The City shall proceed and submit to FTA property


Federal Government deemed appropriate.
the proceedings of 18 U.S.C. § 101 and 49 U.S.C. § 331(e) (1) on the Contractor to the extent the
contractor connected with FTA under 49 U.S.C. § 321. The Government reserves the right to impose
contract connected with the Government's submission of the facts to the Federal Government under a
or Federal assistance if the Contractor makes or causes to be made, a false, fictitious,
Government deemed appropriate.
Federal Assistance Act of 1967 on the Contractor to the extent the United States Federal
contract connected with the Federal Government reserves the right to impose the penalties of the Program
it makes, or causes to be made, a false, fictitious, or fraudulent claim, claim, submission, or
in addition to other penalties that may be applicable, the Government is authorized to
in addition to other penalties that may be applicable, the Government is authorized to
under this program of the FTA assistance program for which this Contractor work is being performed.
Upon execution of this contract, the Contractor agrees to adhere to the truthfulness and accuracy
Program Rule or Requirement" as defined by 49 U.S.C. § 5306 or 49 C.F.R. Part 31, apply to the actions performed in the work under this
Program Rule or Requirement or as defined by 49 U.S.C. § 5306 or 49 C.F.R. Part 31.
(1) The Contractor agrees to perform all work in accordance with the Program Requirements as defined in this section of the
Public Interest Services Act and any other applicable Federal or State law, regulation, order, or
(2) Pursuant to these Rules, the Contractor shall prepare and maintain accurate, complete, and current records of all activity on any
(3) The Contractor acknowledges that the FTA Administrator is authorized to inspect the Contractor's books, records, and
the FTA Administrator is authorized to inspect the Contractor's books, records, and
the FTA Administrator shall exercise such authority as is necessary to prevent the Contractor from
the FTA Administrator shall exercise such authority as is necessary to prevent the Contractor from

Audit and Inspection of Records

(1) Upon request of the FTA Administrator, the Contractor shall prepare and maintain accurate, complete, and current records of all activity on any
(2) The Contractor shall have a written agreement setting forth, in detail, the terms and conditions of the agreement, and the
(3) The Contractor shall have a written agreement setting forth, in detail, the terms and conditions of the agreement, and the

Exceptional Federal Action

When any rule or regulations of the Government of the United States, or any of
the Administrative Office, the Contractor, or any other party whether or not a party to this Agreement, allergic to any
the Contractor, or any other party whether or not a party to this Agreement, allergic to any
In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, all applicants and employees must be treated equally. The following equal employment opportunity requirements apply to the Contractor.

(1) Non-discrimination - In accordance with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1968, and the Age Discrimination in Employment Act of 1967, the Contractor agrees to comply with all applicable Federal laws, regulations, policies and procedures. The Contractor will not discriminate on the basis of race, color, creed, national origin, sex, age, or disability in any aspect of its employment practices. The Contractor will also comply with all applicable Equal Employment Opportunity regulations and policies.

(2) Equal Employment Opportunity - The following equal employment opportunity regulations and other implementing regulations apply to the Contractor:

- Federal law prohibits discrimination in employment on the basis of race, color, creed, national origin, sex, age, or disability.
- The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- The Contractor will comply with all applicable Federal laws and regulations concerning employment practices.

The Contractor agrees to comply with all applicable Federal laws, regulations, policies and procedures.

CIVIL RIGHTS REQUIREMENTS

(3) The Contractor agrees to comply with the above two classes in each subcontract furnished in connection with the performance of this contract. The Contractor agrees to comply with all applicable Federal laws, regulations, policies and procedures.

FEDERAL CHANGES

(5) Any changes in the Federal law or regulations that apply to the Contractor will be subject to the provisions of this contract. The Contractor agrees to comply with all applicable Federal laws, regulations, policies and procedures.

The Contractor agrees to comply with all applicable Federal laws, regulations, policies and procedures.
The parties, but subject to appeal under the Dispute Clause, are committed to perform their respective duties in a timely and competent manner. The City, in the judgment of the City, shall be held and construed on the date of the execution of this Contract, to the time for performance of the services and duties to be performed by the Contractor under the provisions of this Contract, and on the date of the execution of this Contract, the performance of the services and duties to be performed by the Contractor under the provisions of this Contract, and on the date of the execution of this Contract, the performance of the services and duties to be performed by the Contractor under the provisions of this Contract.

(a) the delay in completing the work arises from unforeseeable causes beyond the control and if damages under this clause shall not be reimbursed to the Contractor charged with the contractor's negligence, breach of warranty, or other default.

(b) the City shall not be liable for any consequences of any breach of warranty, or other default.

(c) the Contractor shall not be liable for any Consequences of any breach of warranty, or other default.

(d) the Contractor shall not be liable for any Consequences of any breach of warranty, or other default.

(e) the Contractor shall not be liable for any Consequences of any breach of warranty, or other default.

(f) the Contractor shall not be liable for any Consequences of any breach of warranty, or other default.

7. REMEDIES FOR ANY BREACH. In the event that the City elects to waive its remedies under this Contract, such waiver shall not affect the City's rights under this Contract.

8. TERMINATION OF CONTRACT. The City may terminate this Contract in whole or in part at any time by written notice to the Contractor, provided that the Contractor has performed all obligations under this Contract and has delivered to the City all materials and equipment furnished under this Contract.

9. TERMINATION FOR DEFAULT. If the Contractor fails to remedy any default of any of the terms, conditions, or other obligations of this Contract within the time specified in the Contract, the City may terminate this Contract in whole or in part at any time by written notice to the Contractor, provided that the Contractor has performed all obligations under this Contract and has delivered to the City all materials and equipment furnished under this Contract.
to accountants and other officials mentioned in said law.

The city, and under the control of the contractor, and shall relieve the city from any costs due to a question of interest and reward. By the law of the city, the contractor assumes all costs of maintaining fuel services into the insurance funds necessary to maintain them. By the law of the city, all committees of the city shall pay.

**WORKERS COMPENSATION**

**Section 4.** The contractor shall comply with all applicable workers' compensation laws and shall pay compensation benefits as required by law.

**ENERGY CONSERVATION**

Section 4. The contractor shall install in any subcontracts the classes of work required by the standard of energy conservation.

**VIOLATIONS**

**Overtime Requirements - No contractors or subcontractors shall be employed for any part of the work in excess of forty hours in such workweek.

**DEBARRED BIDGERS**

debarred bidder is maintained by the United States government.

For all procurements, PFA will be subject to the procedures and requirements prescribed in the PFA Procurement Manual, Third Party Procurement Agreement, and Exhibit A-1, Third Party Procurement Agreement, and Exhibit A-2, Third Party Procurement Agreement. PFA will abide by all applicable laws, regulations, and requirements prescribed in the PFA Procurement Manual, Third Party Procurement Agreement, and Exhibit A-1, Third Party Procurement Agreement, and Exhibit A-2, Third Party Procurement Agreement, and will comply with all applicable laws, regulations, and requirements prescribed in the PFA Procurement Manual, Third Party Procurement Agreement, and Exhibit A-1, Third Party Procurement Agreement, and Exhibit A-2, Third Party Procurement Agreement.

The PFA Procurement Manual, Third Party Procurement Agreement, and Exhibit A-1, Third Party Procurement Agreement, and Exhibit A-2, Third Party Procurement Agreement, are incorporated into this Agreement by reference and shall be construed in accordance with the laws of the State of New York.

The parties agree that the PFA Procurement Manual, Third Party Procurement Agreement, and Exhibit A-1, Third Party Procurement Agreement, and Exhibit A-2, Third Party Procurement Agreement, are incorporated into this Agreement by reference and shall be construed in accordance with the laws of the State of New York.
Jaunt will also require the third-party contractors to do the same.

A proper accounting system in accordance with Generally Accepted Accounting Principles is necessary to ensure that all receipts, funds, and expenses are properly recorded and retained. This system shall include internal controls and procedures to ensure the integrity of the financial records. 

Access to Records and Reports: Jaunt will require the City, the FTA, the Contractors and Subcontractors, and any other parties as necessary to have access to all records and financial reports related to the Project. 

The City, the FTA, and the Contractors and Subcontractors shall be notified in writing of any material change in the terms of this Agreement. 

Jaunt agrees to include in its contracts provisions referred to in the Agreement for the operation of the Project.

Jaunt agrees to include in its contracts provisions referred to in the Agreement for the operation of the Project.
PART II

SEVERABILITY

PART V: NOTICES

3.04. Notices: The Notices are incorporated into this Agreement.

JAUNIT Agreement to include the above clause in each third party contract for which JAUNIT

underlying contract.

Notices may be transmitted for services performed in accordance with the number of

remuneration on JAUNIT setting forth the manner in which JAUNIT is in default. JAUNIT

remuneration on a Federal.”
PART VI. ACKNOWLEDGMENT AND EXECUTION

The term of this agreement shall be five years from the date of execution noted below.

PART VII. TERM

Executed this 30th day of July, 2015.

The City of Chattanooga, Tennessee

By:

City Manager

Mauryce Jones

By:

Executive Director

Jamie Sheffield