

# **FINANCE COMMITTEE MEETING TARC BOARD OF DIRECTORS**



## **Meeting Notice:**

The TARC Board of Directors holds a monthly meeting of the Finance subcommittee. The next meeting will be held at:

**TARC's Headquarters, Board Room  
1000 W. Broadway, Louisville, KY 40203**

**Tuesday, November 8, 2022 at 1:30 p.m.**

This meeting may also be held via teleconference as permitted by KRS 61.826.

Pursuant to the Americans with Disabilities Act, persons with a disability may request a reasonable accommodation for assistance with the meeting or meeting materials or instructions on how to join the teleconference. Please contact Ashlie Woods at 502.561.5108. Requests made as early as possible will allow time to arrange accommodation.

# FINANCE COMMITTEE MEETING TARC BOARD OF DIRECTORS



## Agenda – November 8, 2022

- |   |                   |             |
|---|-------------------|-------------|
| I. Quorum Call/Call to Order                              | Carla Dearing     | 1:30        |
| a. Approval of September Meeting Minutes                  |                   |             |
| II. Staff Reports and Presentations                       |                   | 1:35 – 2:00 |
| a. Monthly Financial Statements for Fiscal Year 2023      | Tonya Carter      |             |
| July 2022   |                   |             |
| August 2022   |                   |             |
| September 2022 ( <i>pending completion</i> )              |                   |             |
| III. Action Items and Presentations for the Board Meeting |                   | 2:00 – 2:45 |
| a. Resolution 2021–08 Amendment No.1                      | Matt Abner        |             |
| Banking and Financial Services Change Order. ‘Expert AP’  |                   |             |
| Resolution 2022-26  | Tonya Carter      |             |
| Extension of Line of Credit with Fifth Third Bank         |                   |             |
| b. Resolution 2022 – 27                                   | Dwight Maddox Jr. |             |
| Annual Ellipse Hosting and Support Services               |                   |             |
| c. Resolution 2021-43 Amendment No.2                      | Carrie Butler     |             |
| Management Consulting Services                            |                   |             |
| d. Resolution 2022- 28                                    | Ashlie Woods      |             |
| TARC Title VI Plan Update for 2022                        |                   |             |
| e. Resolution 2022 – 29                                   | Melissa Fuqua     |             |
| Classification and Compensation Services                  |                   |             |
| IV. Proposed / Upcoming Agenda Items                      | Carrie Butler     | 2:45 – 2:55 |
| V. Adjournment  |                   | 3:00        |

# TARC FINANCE SUBCOMMITTEE MEETING



## September 2022 Finance Subcommittee Meeting Minutes

The Finance Subcommittee of Transit Authority of River City (TARC) met on Tuesday, September 20, 2022 at 1:30 P.M. in person at TARC's headquarters, 1000 West Broadway in the Board Room.

### **Members Present**

Carla Dearing  
Gary Dryden

### **Call to Order**

Carla Dearing called the meeting to order at 1:31 p.m.

No comments/changes in regards to the August Finance Committee Meeting Minutes.

### **Financial Report**

Presented By: Tonya Carter

Scott Dickerson partner with Crowe presented draft of Audit for year end.

### **Board Resolutions**

#### **Resolution 2022-24 Year 2022 TARC Audited Financial Statement Report**

Presented by: Tonya Carter

A resolution approving the FY 2022 TARC Audited Financial Statement report as presented.

#### **Resolution 2022-25 Award Of Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Funds**

A resolution approving the award of Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 program funds as set out below, and authorizing the Executive Director to enter into grant subrecipient agreements with the recommended subrecipients of these funds.

#### **Resolution 2022-08 Amendment No. 1 to Contract 2020658 Banking and Financial Services: Change order Expert AP Service**

A Resolution authorizing the Executive Director to execute a change order to Contract 2020658 to add the Expert AP services into the contract:

# TARC FINANCE SUBCOMMITTEE MEETING



## **Resolution 2022-09 Amendment No.1 Ellipse Hosting and Support Services: Ellipse File Interfacing Development for use with Fifth Third Expert AP Implementation**

A Resolution authorizing the Executive Director to approve one-time additional services to COSOL related to file integration/interfacing for the Fifth Third Expert AP implementation:

### **Proposed Agenda Items/Next Meeting Dates**

- On Board Technology Request for Information
- Architecture, Engineering and Planning Request for Qualifications
- Marketing, Advertising and Public Relations Professional Services
- Assorted capital projects
- Employee Handbook Update to HR Committee
- Board Bylaws to HR Committee
- Advertising Policy to Customer Service Committee
- TARC Pension Committee Members

Carla Dearing made a motion to adjourn at 2:52 p.m.



**TARC Board of Directors  
Financial Summary  
July, Fiscal Year 2023**



**Current Month Revenues Compared to Budget**

Total Operating Revenues are over budget \$96,448 (pg. 2, line 9) mainly due to Passenger Fares, Other Agency Revenues and Insurance Recoveries being over budget. Total Non-Operating Revenues (Subsidies) are under budget \$657,611 (pg. 2, line 16) mainly due to applying less Federal Reimbursement Funds-FTA due to operating expenses being under budget. Total Capital Contributions are under budget \$434,393 (pg. 2, line 25) due to timing of capital purchases. Total Revenues with Capital are under budget \$995,556 (pg. 2, line 27) mainly due to expenses being under and applying less COVID-19 relief funds.

**Current Month Expenses Compared to Budget**

Total Operating Expenses are under budget \$561,163 (pg. 2, line 41) mainly due to Services and Purchased Transportation being under budget. Total Capital Expenses are over budget \$7,733 (pg. 2, line 48) compared to budget. Total Expenses with Capital are under budget \$553,430 (pg. 2, line 50) due to Operating Expenses being under Budget.

**Current Month Actual Summary**

Total Operating Revenues are \$722,151 (pg. 2, line 9) and Total Operating Expenses are \$7,601,485 (pg. 2, line 41) bringing the net to an unfavorable balance to \$6,879,334 before Subsidies are applied. After applying Subsidies in the amount of \$6,879,334 (pg. 2, line 16) the current month is balanced before Capital Contributions and Capital Expenses are applied. This can also be seen on page 8 in your Financial Statement packet.

**Operating Summary**

Overall after applying the Subsidies the unfavorable balance for the year-to-date on the Statement of Revenues – Expenses is balanced before applying the MTTF Revenue receipts. July's budgeted MTTF receipts for revenue deposits is under budget \$148,203 (pg. 7). TARC currently has an unfavorable balance before capital year-to-date of \$148,203 (pg. 8) due to the MTTF revenue deposits being under budget. MTTF Net Profit fees are up \$41,410 (pg. 7) and Employee Withholdings are up \$332,775 (pg. 7) year to date compared to last year.

## Statement of Revenue - Expenses - with Capital Contributions

July 2022, Fiscal Year 2023



page 2

		Current Month			Fiscal Year-to-date				
Description		FY23 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
Revenues									
1	Passenger Fares	4,464,920	421,304	357,052	64,252	421,304	357,052	64,252	90.56%
2	Paratransit Fares	840,866	75,560	77,765	(2,205)	75,560	77,765	(2,205)	91.01%
3	Special Fare Revenues (UofL, UPS and etc)	1,535,891	110,280	122,365	(12,085)	110,280	122,365	(12,085)	92.82%
4	Comp Specials	0	0	0	0	0	0	0	0.00%
5	Advertising Revenue	650,000	54,167	54,167	0	54,167	54,167	0	91.67%
6	Other Agency Revenues	213,300	29,264	10,187	19,077	29,264	10,187	19,077	86.28%
7	Total Recoveries-Insurance	50,000	31,576	4,167	27,409	31,576	4,167	27,409	36.85%
8									
9	Operating Revenues	7,754,977	722,151	625,703	96,448	722,151	625,703	96,448	90.69%
10									
11	MTTF Contributions- Federated	59,696,312	4,923,287	4,923,287	0	4,923,287	4,923,287	0	91.75%
12	Local Government Funds - MTTF	1,186,680	119,506	77,840	41,666	119,506	77,840	41,666	89.93%
13	Federal Reimbursement Funds - FTA	33,031,313	1,836,541	2,519,693	(683,152)	1,836,541	2,519,693	(683,152)	94.44%
14	State Government Funds	1,276,642	0	16,125	(16,125)	0	16,125	(16,125)	100.00%
15									
16	Total Non-Operating Revenues	95,190,947	6,879,334	7,536,945	(657,611)	6,879,334	7,536,945	(657,611)	92.77%
17									
18	Total Revenues Before Cap Contributions	102,945,924	7,601,485	8,162,648	(561,163)	7,601,485	8,162,648	(561,163)	92.62%
19									
20	Local Government Funds - MTTF, Cap	6,813,860	28,916	104,988	(76,072)	28,916	104,988	(76,072)	99.58%
21	Federal Reimbursement Funds - FTA, Cap	28,492,408	17,380	375,701	(358,321)	17,380	375,701	(358,321)	99.94%
22	State Government Funds, Cap	0	0	0	0	0	0	0	0.00%
23	Other Agencies Revenue, Cap	0	0	0	0	0	0	0	0.00%
24									
25	Total Capital Contributions	35,306,268	46,296	480,689	(434,393)	46,296	480,689	(434,393)	99.87%
26									
27	Total Revenues	138,252,192	7,647,781	8,643,337	(995,556)	7,647,781	8,643,337	(995,556)	94.47%
28									
29									
30	Expenses								
31									
32	Labor	31,366,902	2,585,790	2,457,290	128,500	2,585,790	2,457,290	128,500	91.76%
33	Fringes & Benefits	31,510,122	2,410,221	2,497,727	(87,506)	2,410,221	2,497,727	(87,506)	92.35%
34	Services	6,713,100	384,346	562,430	(178,084)	384,346	562,430	(178,084)	94.27%
35	Materials	7,440,936	545,966	616,683	(70,717)	545,966	616,683	(70,717)	92.66%
36	Utilities	1,035,600	86,116	81,300	4,816	86,116	81,300	4,816	91.68%
37	Casualty & Liability	3,413,070	339,770	213,173	126,597	339,770	213,173	126,597	90.05%
38	Purchased Transportation	20,541,764	1,229,153	1,648,965	(419,812)	1,229,153	1,648,965	(419,812)	94.02%
39	Interest Expense	2,660	402	441	(39)	402	441	(39)	84.89%
40	Other Expenses	921,770	19,721	84,639	(64,918)	19,721	84,639	(64,918)	97.86%
41	Operating Expenses	102,945,924	7,601,485	8,162,648	(561,163)	7,601,485	8,162,648	(561,163)	92.62%
42									
43									
44									
45	Development Cost & Loss on Disposal	861,993	12,367	5,006	7,361	12,367	5,006	7,361	98.57%
46	Depreciation Expenses	12,823,959	973,180	972,808	372	973,180	972,808	372	92.41%
47	Loss on Disposal of Assets	0	0	0	0	0	0	0	0.00%
48	Total Capital Expenses	13,685,952	985,547	977,814	7,733	985,547	977,814	7,733	92.80%
49									
50	Total Expenses	116,631,876	8,587,032	9,140,462	(553,430)	8,587,032	9,140,462	(553,430)	92.64%
51									
52									
53	Revenue / Expense Difference Before Capital	0	0	0	0	0	0	0	0.00%
54									
55	Revenue / Expense Difference After Capital	21,620,316	(939,251)	(497,125)	(442,126)	(939,251)	(497,125)	(442,126)	104.34%

## Total Labor

July 2022, Fiscal Year 2023



		Current Month			Fiscal Year-to-date			
Description	FY21 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
1 Direct Labor	31,366,902	2,585,790	2,457,290	128,500	2,585,790	2,457,290	128,500	91.76%
2 Sick Leave	1,590,453	84,620	103,963	(19,343)	84,620	103,963	(19,343)	94.68%
3 Holiday	1,186,608	112,228	128,794	(16,566)	112,228	128,794	(16,566)	90.54%
4 Vacation	2,104,835	185,960	168,724	17,236	185,960	168,724	17,236	91.17%
5 Other Paid Absences	230,299	17,225	14,628	2,597	17,225	14,628	2,597	92.52%
6								
7 Total	36,479,097	2,985,823	2,873,399	112,424	2,985,823	2,873,399	112,424	91.81%
8								
9 Difference compared to Budget			112,424			112,424		
		Current Month			Year to Date			
Description	FY21 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
10 FICA	2,790,651	223,957	219,815	4,142	223,957	219,815	4,142	91.97%
11 Pension	9,991,158	852,773	768,636	84,137	852,773	768,636	84,137	91.46%
12 Hospital Medical & Surgical	10,267,456	759,458	828,020	(68,562)	759,458	828,020	(68,562)	92.60%
13 Vision Care Insurance	97,254	296	8,112	(7,816)	296	8,112	(7,816)	99.70%
14 Dental Plans	358,800	10,898	29,900	(19,002)	10,898	29,900	(19,002)	96.96%
15 Life Insurance	95,796	7,313	7,983	(670)	7,313	7,983	(670)	92.37%
16 Disability Insurance	147,312	10,463	12,276	(1,813)	10,463	12,276	(1,813)	92.90%
17 Kentucky Unemployment	20,000	0	0	0	0	0	0	100.00%
18 Worker's Compensation	2,350,000	140,755	195,834	(55,079)	140,755	195,834	(55,079)	94.01%
19 Uniform & Work Clothing Allowance	277,000	4,200	10,833	(6,633)	4,200	10,833	(6,633)	98.48%
20 Other Fringes	2,500	75	209	(134)	75	209	(134)	97.00%
21 Total Fringe & Benefits	26,397,927	2,010,188	2,081,618	(71,430)	2,010,188	2,081,618	(71,431)	92.39%
22								
23						0		
24 Sick Leave	1,590,453	84,620	103,963	(19,343)	84,620	103,963	(19,343)	94.68%
25 Holiday	1,186,608	112,228	128,794	(16,566)	112,228	128,794	(16,566)	90.54%
26 Vacation	2,104,835	185,960	168,724	17,236	185,960	168,724	17,236	91.17%
27 Other Paid Absences	230,299	17,225	14,628	2,597	17,225	14,628	2,597	92.52%
28 Total Compensation Benefits	5,112,195	400,033	416,109	(16,076)	400,033	416,109	(16,076)	92.17%
29								
30 Total	31,510,122	2,410,221	2,497,727	(87,506)	2,410,221	2,497,727	(87,507)	92.35%
31								
32 Difference compared to Budget			(87,506)			(87,506)		

## Balance Sheet

July 2022, Fiscal Year 2023



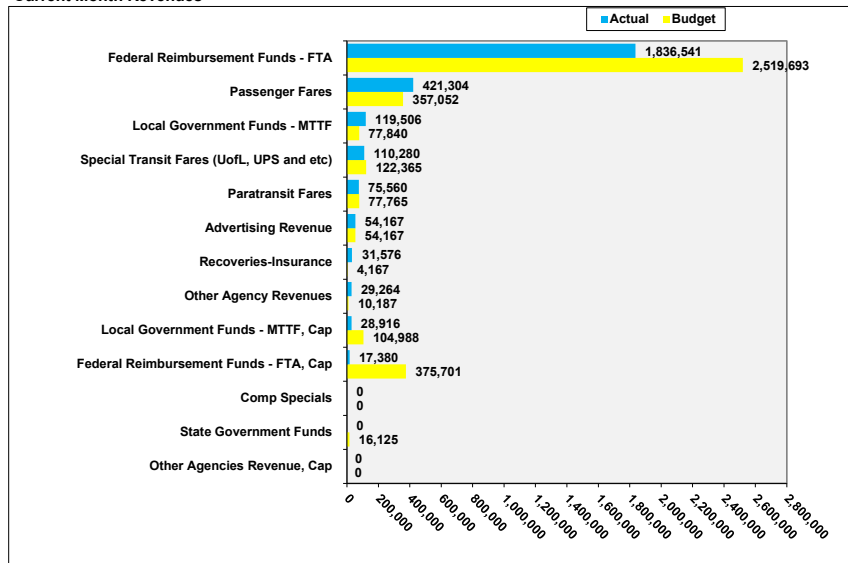
Assets	FY 23	FY 22	Liabilities, Reserves & Capital	FY 23	FY 22
<b>Current Assets</b>			<b>Current Liabilities</b>		
Cash & Cash Items	2,613,720	6,717,249	Long Term Debt	0	121,697
Short Term Investments	7,039,932	1,636,219	Short Term Debt	0	0
Accounts Receivable	101,073,155	37,687,985	Trade Payables	6,398,303	6,885,960
Interest Receivable	84	1	Accrued Payroll Liabilities	4,118,543	4,247,032
Due From Grant	80,000	80,000	Estimated Workmans Compensation	3,687,123	3,361,282
Materials & Supplies	1,828,649	2,392,968	Accrued Tax Liabilities	0	0
<b>Total Current Assets</b>	<b>112,635,540</b>	<b>48,514,422</b>	Unredeemed Tickets & Tokens	1,600,352	1,589,576
<b>Other Assets</b>			Reserves - Injury & Damages	1,387,800	1,692,800
Prepaid Insurance & Dues & WIP	1,964,114	1,837,808	Due To Operations	80,000	80,000
<b>Total Other Assets</b>	<b>1,964,114</b>	<b>1,837,808</b>	Unearned Capital Contributions	95,106,792	32,112,039
<b>Fixed Assets</b>			Other Current Liabilities (Health Ins.)	3,330,810	1,283,948
Land	3,187,624	3,187,624	<b>Total Current Liabilities</b>	<b>115,709,724</b>	<b>51,374,334</b>
Buildings	49,486,992	49,152,447	<b>Equity</b>		
Coaches	129,428,769	119,199,487	Retained Earnings	(939,251)	(1,020,850)
Office Equipment	10,490,023	10,309,381	Prior Year Retained Earning	78,980,037	75,248,859
Other Equipment	22,429,980	21,548,707	<b>Total Equity</b>	<b>78,040,786</b>	<b>74,228,009</b>
Development Costs	148,408	41,751	<b>Total Liabilities &amp; Equity</b>	<b>193,750,510</b>	<b>125,602,343</b>
Vehicle Exp - Operating	1,420,405	1,420,405			
Other Equipment -Operating	189,242	154,908			
<b>Total Fixed Assets</b>	<b>216,781,442</b>	<b>205,014,710</b>			
<b>Less Accumulated Depreciation</b>					
Accumulated Depr Land	753,428	719,490			
Accumulated Depr Buildings	28,773,645	27,248,963			
Accumulated Depr Coaches	79,362,834	75,454,301			
Accumulated Depr Office Equipment	8,896,085	8,027,298			
Accumulated Depr Other Equipment	18,710,547	17,261,506			
Accumulated Depr Development Cost	12,367	3,479			
Accumulated Depr Vehicle Exp - Opr	985,427	929,301			
Accumulated Depr Other Equipment Op	136,252	120,260			
<b>Total Depreciation</b>	<b>137,630,586</b>	<b>129,764,597</b>			
<b>Net Fixed Assets</b>	<b>79,150,856</b>	<b>75,250,113</b>			
<b>Total Assets</b>	<b>193,750,510</b>	<b>125,602,342</b>			

## Actual Revenue vs. Budget

July 2022, Fiscal Year 2023



## Current Month Revenues



MTTF \$4,923,287 Actual = \$4,923,287 Budget

Passenger fares \$64,252

Paratransit fares \$2,205

Federal Reimbursement Funds - FTA \$683,152

Federal Reimbursement Funds - FTA, Cap \$358,321

**CM**

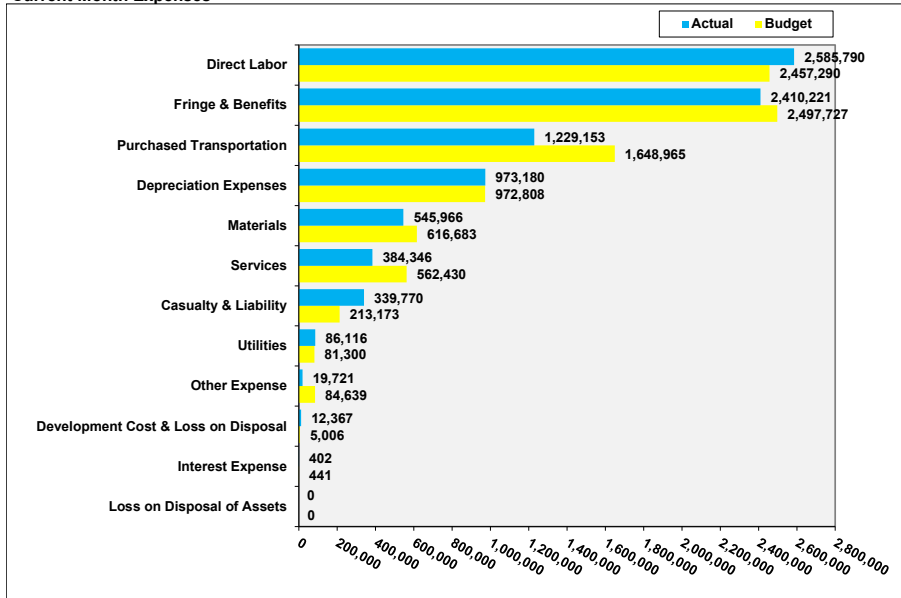
- \* Passenger Fares are over budget \$64,252
- \* Paratransit Fares are under budget \$2,205
- \* Federal Reimbursement Funds - FTA is under budget \$683,152 mainly due to operating expenses being under budget
- \* Federal Reimbursement Funds - FTA, Cap is under budget \$358,321 mainly due to timing



## Actual Expenses vs. Budget

July 2022, Fiscal Year 2023

### Current Month Expenses



Direct Labor \$128,500 Total Labor \$ 112,424

Fringe & Benefits \$87,506

Casualty & Liability \$126,597

Purchased Transportation \$419,812

#### CM

- \* Direct Labor is over budget \$128,500 and Total Labor is over budget \$112,424
- \* Fringe & Benefits are under budget \$87,506 mainly due to Medical and Worker's Compensation being under budget
- \* Casualty & Liability is over budget \$126,597 mainly due to reopened claims
- \* Purchased Transportation is under budget \$419,812 mainly due to revenue hours, penalties and mobility service

## MassTransit Trust Fund (MTTF) Revenue Deposits

### Deposit to Budget Difference FY 2023



Month	FY 23 Actual Deposits	FY 23 Budget Deposits	Difference	YTD Total	Current Month	YTD
July	\$4,500,817	\$4,649,020	(\$148,203)	(\$148,203)	-3.19%	
August		\$4,699,540				
September		\$5,962,117				
October		\$4,213,468				
November		\$5,247,391				
December		\$6,845,244				
January		\$6,549,775				
February		\$4,123,717				
March		\$5,536,407				
April		\$8,240,000				
May		\$5,514,800				
June		\$6,031,516				
		\$0				
TOTAL	\$4,500,817	\$67,612,995				

### MTTF Revenue Deposits - Actuals

#### LOUISVILLE METRO REVENUE COMMISSION TARC LICENSE FEE TRANSACTIONS

	July 2022	July 2021	YTD FYE 2023	YTD FYE 2022	Difference Amount	Percent Change
<b>Receipts</b>						
Employee Withholding	\$ 4,500,817	\$ 4,168,042	\$ 4,500,817	\$ 4,168,042	\$ 332,775	7.98%
Individual Fees	89	(81)	89	(81)	170	-209.88%
Net Profit Fees	291,047	249,637	291,047	249,637	41,410	16.59%
Interest & Penalty	64,737	58,385	64,737	58,385	6,352	10.88%
<b>Total Collections</b>	<b>\$ 4,856,690</b>	<b>\$ 4,475,983</b>	<b>\$ 4,856,690</b>	<b>\$ 4,475,983</b>	<b>\$ 380,707</b>	<b>8.51%</b>
Investment Income	\$ 2,633	\$ 967	\$ 2,633	\$ 967	\$ 1,666	172.29%
<b>Total Receipts</b>	<b>\$ 4,859,323</b>	<b>\$ 4,476,950</b>	<b>\$ 4,859,323</b>	<b>\$ 4,476,950</b>	<b>\$ 382,373</b>	<b>8.54%</b>
<b>Disbursements</b>						
Collection Fee	\$ 65,565	\$ 60,426	\$ 65,565	\$ 60,426	\$ 5,139	8.50%
Reversal of FY22 Investment Income	\$ 4,534	\$ -	\$ 4,534	\$ -	\$ 4,534	
<b>Total Disbursements</b>	<b>\$ 70,099</b>	<b>\$ 60,426</b>	<b>\$ 70,099</b>	<b>\$ 60,426</b>	<b>\$ 9,673</b>	<b>15.99%</b>
<b>Due Mass Transit</b>	<b>\$ 4,789,224</b>	<b>\$ 4,416,524</b>	<b>\$ 4,793,758</b>	<b>\$ 4,416,524</b>	<b>\$ 377,234</b>	<b>8.54%</b>
Less Previous Payments			4,534	0	4,534	
<b>Payable To Trust Fund</b>			<b>\$ 4,789,224</b>	<b>\$ 4,416,524</b>	<b>\$ 372,700</b>	<b>8.44%</b>



## Year to Date Summary

July 2022, Fiscal Year 2023

	Good	In the Red	
Total Revenues are Over/ <b>Under</b> by (pg. 2, line 18)		\$561,163	
Total Expenses are Over/ <b>Under</b> by (pg. 2, line 41)	\$561,163		
MTTF Revenue Deposits are Over/ <b>Under</b> by (pg. 7)		\$148,203	
July has an unfavorable balance before Capital of	\$561,163	\$709,366	<b>(\$148,203)</b>

## Revenues over Expenses

Operating Revenues	\$722,151
Operating Expenses	\$7,601,485
<b>Net Gain/(Loss) before MTTF</b>	<b>(\$6,879,334)</b>
MTTF Approved Contributions	\$4,923,287
<b>Net Gain/(Loss) before Subsidies</b>	<b>(\$1,956,047)</b>

## Subsidies

CRSSAA	\$1,326,986
5307 Federal Formula dollars to be used as (CEER)	\$509,555
MTTF Local Share	\$119,506
State Contributions	\$0
<b>Total Subsidies</b>	<b>\$1,956,047</b>

**Net Gain/(Loss) before Capital** **\$0**




**Reimbursement Funds Only and a One Time Funding Source**

	<b>TARC Share</b>	<b>Actual FY 2020</b>	<b>Actual FY 2021</b>	<b>Actual YTD FY 2022</b>	<b>Actual YTD FY 2023</b>	<b>Remaining Balance</b>	<b>Budget YTD FY 2023</b>	<b>Delta Actual FY 2023 vs Budget FY 2023</b>
<b>CARES*</b>	\$42,276,008	\$4,341,151	\$26,847,680	\$11,087,177		\$0	\$0	
<b>CRRSAA**</b>	\$21,374,688			\$9,315,786	\$1,326,986	\$10,731,916	\$4,896,014	(\$3,569,028)
<b>ARP***</b>	\$48,293,376					\$48,293,376	\$20,504,079	(\$20,504,079)
<b>Total</b>	<u>\$111,944,072</u>	<u>\$4,341,151</u>	<u>\$26,847,680</u>	<u>\$20,402,963</u>	<u>\$1,326,986</u>	<u>\$59,025,292</u>	<u>\$25,400,093</u>	<u>(\$24,073,107)</u>

\* KY-2020-012 was approved/Executed 5/27/2020

\*\* KY-2021-020 was approved/Executed 7/1/2021

\*\*\* KY-2022-003 was approved/Executed 5/24/2022

**TARC Board of Directors  
Financial Summary  
August, Fiscal Year 2023**



**Current Month Revenues Compared to Budget**

Total Operating Revenues are over budget \$119,663 (pg. 2, line 9) due to all revenues being over budget except Special Fares. Total Non-Operating Revenues (Subsidies) are under budget \$651,071 (pg. 2, line 16) mainly due to applying less Federal Reimbursement Funds-FTA due to operating expenses being under budget. Total Capital Contributions are under budget \$19,319 (pg. 2, line 25) due to timing of capital purchases. Total Revenues with Capital are under budget \$550,727 (pg. 2, line 27) mainly due to applying less federal reimbursement funds as mention above because operating expenses are under budget.

**Current Month Expenses Compared to Budget**

Total Operating Expenses are under budget \$531,408 (pg. 2, line 41) mainly due to Labor, Services and Purchased Transportation being under budget, offset by Casualty & Liability being over budget. Total Capital Expenses are over budget \$13,310 (pg. 2, line 48) compared to budget. Total Expenses with Capital are under budget \$518,098 (pg. 2, line 50) due to Operating Expenses being under Budget and Operating Revenues being over budget.

**Current Month Actual Summary**

Total Operating Revenues are \$816,107 (pg. 2, line 9) and Total Operating Expenses are \$8,244,682 (pg. 2, line 41) bringing the net to an unfavorable balance to \$7,428,575 before Subsidies are applied. After applying Subsidies \$7,428,575 (pg. 2, line 16) the net is balanced for the current month before Capital Contributions and Capital Expenses are applied.

**YTD Revenues Compared to Budget**

Total Operating Revenues are over budget \$216,111 (pg. 2 line 9) mainly due to all Operating Revenues being over budget except for Special Fares. Total Non-Operating Revenues (Subsidies) are under budget \$1,308,682 (pg. 2, line 16) mainly due to applying less Federal Reimbursement Funds-FTA due to operating expenses being under budget. Total Capital Contributions are under budget \$453,712 (pg. 2, line 25) mainly due to timing of capital purchases. Total Revenues with Capital are under budget \$1,546,283 (pg. 2, line 27) mainly due to applying less Subsidies and Capital Contributions.

**YTD Expenses Compared to Budget**

Total Operating Expenses are under budget \$1,092,571 (pg. 2, line 41) mainly due to Service, and Purchased Transportation being under budget, offset by Casualty & Liability being over budget. Total Capital Expenses are over budget \$21,043 (pg. 2, line 48) compared to budget. Total Expenses with Capital are under budget \$1,071,528 (pg. 2, line 50) due to Operating Expenses being under budget.

## **YTD Actual Summary**

Total Operating Revenues are \$1,538,258 (pg. 2, line 9) and Total Operating Expenses are \$15,846,167 (pg. 2, line 41) bringing the net to an unfavorable balance to \$14,307,909 before Subsidies are applied. After applying Subsidies \$14,307,909 (pg. 2, line 16) the net is balanced for year-to-date before Capital Contributions and Capital Expenses are applied. This can also be seen on page 8 in your Financial Statement packet.

## **Operating Summary**

Overall after applying the Subsidies the unfavorable balance for the year-to-date on the Statement of Revenues – Expenses is balanced before applying the MTTF Revenue receipts. August budgeted MTTF receipts for revenue deposits is over budget \$155,812 (pg. 7) year-to-date. We currently have a favorable balance before capital year-to-date of \$155,812 (pg. 8) due to the MTTF revenue deposits being over budget. MTTF Net Profit Fees are up \$188,850 (pg. 7) and Employee Withholdings are up \$672,770 (pg. 7) year-to-date compared to last year.

## Statement of Revenue - Expenses - with Capital Contributions

August 2022, Fiscal Year 2023



page 2

		Current Month			Fiscal Year-to-date			
Description	FY23 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
Revenues								
1 Passenger Fares	4,464,920	495,677	428,587	67,090	916,981	785,639	131,342	79.46%
2 Paratransit Fares	840,866	92,300	75,806	16,494	167,860	153,571	14,289	80.04%
3 Special Fare Revenues (UofL, UPS and etc)	1,535,891	114,035	122,364	(8,329)	224,315	244,729	(20,414)	85.40%
4 Comp Specials	0	0	0	0	0	0	0	0.00%
5 Advertising Revenue	650,000	54,167	54,167	0	108,334	108,334	0	83.33%
6 Other Agency Revenues	213,300	55,049	11,354	43,695	84,313	21,541	62,772	60.47%
7 Total Recoveries-Insurance	50,000	4,880	4,167	713	36,456	8,334	28,122	27.09%
8								
9 Operating Revenues	7,754,977	816,107	696,445	119,663	1,538,258	1,322,148	216,111	80.16%
10								
11 MTTF Contributions- Federated	59,696,312	5,482,113	5,482,113	0	10,405,400	10,405,400	0	82.57%
12 Local Government Funds - MTTF	1,186,680	119,506	77,840	41,666	239,012	155,680	83,332	79.86%
13 Federal Reimbursement Funds - FTA	33,031,313	1,826,956	2,519,693	(692,737)	3,663,497	5,039,386	(1,375,889)	88.91%
14 State Government Funds	1,276,642	0	0	0	0	16,125	(16,125)	100.00%
15								
16 Total Non-Operating Revenues	95,190,947	7,428,575	8,079,646	(651,071)	14,307,909	15,616,591	(1,308,682)	84.97%
17								
18 Total Revenues Before Cap Contributions	102,945,924	8,244,682	8,776,091	(531,408)	15,846,167	16,938,739	(1,092,571)	84.61%
19								
20 Local Government Funds - MTTF, Cap	6,813,860	85,025	110,591	(25,566)	113,941	215,579	(101,638)	98.33%
21 Federal Reimbursement Funds - FTA, Cap	28,492,408	392,321	398,109	(5,788)	409,701	773,810	(364,109)	98.56%
22 State Government Funds, Cap	0	12,035	0	12,035	12,035	0	12,035	0.00%
23 Other Agencies Revenue, Cap	0	0	0	0	0	0	0	0.00%
24								
25 Total Capital Contributions	35,306,268	489,381	508,700	(19,319)	535,677	989,389	(453,712)	98.48%
26								
27 Total Revenues	138,252,192	8,734,063	9,284,791	(550,727)	16,381,844	17,928,128	(1,546,283)	88.15%
28								
29								
Expenses								
30								
31								
32 Labor	31,366,902	2,646,721	2,775,911	(129,190)	5,232,511	5,233,201	(690)	83.32%
33 Fringes & Benefits	31,510,122	2,584,323	2,542,174	42,149	4,994,544	5,039,901	(45,357)	84.15%
34 Services	6,713,100	354,350	557,130	(202,780)	738,696	1,119,560	(380,864)	89.00%
35 Materials	7,440,936	617,553	628,501	(10,948)	1,163,519	1,245,184	(81,665)	84.36%
36 Utilities	1,035,600	83,113	87,300	(4,187)	169,229	168,600	629	83.66%
37 Casualty & Liability	3,413,070	599,629	303,173	296,456	939,399	516,346	423,053	72.48%
38 Purchased Transportation	20,541,764	1,294,636	1,800,411	(505,775)	2,523,789	3,449,376	(925,587)	87.71%
39 Interest Expense	2,660	362	402	(40)	764	843	(79)	71.28%
40 Other Expenses	921,770	63,995	81,089	(17,094)	83,716	165,728	(82,012)	90.92%
41 Operating Expenses	102,945,924	8,244,682	8,776,091	(531,408)	15,846,167	16,938,739	(1,092,571)	84.61%
42								
43								
44								
45 Development Cost & Loss on Disposal	861,993	17,165	8,105	9,060	29,532	13,111	16,421	96.57%
46 Depreciation Expenses	12,823,959	970,754	966,504	4,250	1,943,934	1,939,312	4,622	84.84%
47 Loss on Disposal of Assets	0	0	0	0	0	0	0	0.00%
48 Total Capital Expenses	13,685,952	987,919	974,609	13,310	1,973,466	1,952,423	21,043	85.58%
49								
50 Total Expenses	116,631,876	9,232,602	9,750,700	(518,098)	17,819,633	18,891,162	(1,071,528)	84.72%
51								
52								
53 Revenue / Expense Difference Before Capital	0	0	0	0	0	0	0	0.00%
54								
55 Revenue / Expense Difference After Capital	21,620,316	(498,538)	(465,909)	(32,629)	(1,437,789)	(963,034)	(474,755)	106.65%

## Total Labor

August 2022, Fiscal Year 2023



		Current Month			Fiscal Year-to-date			
Description	FY23 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
1 Direct Labor	31,366,902	2,646,721	2,775,911	(129,190)	5,232,511	5,233,201	(690)	83.32%
2 Sick Leave	1,651,183	110,399	117,688	(7,289)	195,019	221,651	(26,632)	88.19%
3 Holiday	1,252,323	803	0	803	113,031	128,794	(15,763)	90.97%
4 Vacation	2,088,175	188,818	173,061	15,757	374,778	341,785	32,993	82.05%
5 Other Paid Absences	240,381	12,375	14,627	(2,252)	29,600	29,255	345	87.69%
6								
7 Total	36,598,964	2,959,116	3,081,287	(122,171)	5,944,939	5,954,686	(9,747)	83.76%
8								
9 Difference compared to Budget			(122,171)			(9,747)		
		Current Month			Year to Date			
Description	FY21 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
10 FICA	2,848,318	221,922	235,720	(13,798)	445,880	455,535	(9,655)	84.35%
11 Pension	10,262,221	715,114	901,911	(186,797)	1,567,887	1,670,547	(102,660)	84.72%
12 Hospital Medical & Surgical	10,509,847	776,916	828,020	(51,104)	1,536,375	1,656,040	(119,665)	85.38%
13 Vision Care Insurance	101,537	5,874	8,112	(2,238)	6,170	16,224	(10,054)	93.92%
14 Dental Plans	353,988	25,931	29,900	(3,969)	36,829	59,800	(22,971)	89.60%
15 Life Insurance	101,040	7,590	7,983	(393)	14,903	15,966	(1,063)	85.25%
16 Disability Insurance	155,544	10,822	12,276	(1,454)	21,285	24,552	(3,267)	86.32%
17 Kentucky Unemployment	40,000	0	5,000	(5,000)	0	5,000	(5,000)	100.00%
18 Worker's Compensation	1,850,000	480,105	195,834	284,271	620,860	391,668	229,192	66.44%
19 Uniform & Work Clothing Allowance	277,000	27,468	11,833	15,635	31,668	22,666	9,002	88.57%
20 Other Fringes	2,500	185	209	(24)	260	418	(158)	89.60%
21 Total Fringe & Benefits	26,501,995	2,271,928	2,236,798	35,129	4,282,116	4,318,416	(36,300)	83.84%
22								
23								
24 Sick Leave	1,651,183	110,399	117,688	(7,289)	195,019	221,651	(26,632)	88.19%
25 Holiday	1,252,323	803	0	803	113,031	128,794	(15,763)	90.97%
26 Vacation	2,088,175	188,818	173,061	15,757	374,778	341,785	32,993	82.05%
27 Other Paid Absences	240,381	12,375	14,627	(2,252)	29,600	29,255	345	87.69%
28 Total Compensation Benefits	5,232,062	312,395	305,376	7,019	712,428	721,485	(9,057)	86.38%
29								
30 Total	31,734,057	2,584,323	2,542,174	42,148	4,994,545	5,039,901	(45,357)	84.26%
31								
32 Difference compared to Budget			42,149			(45,356)		

## Balance Sheet

August 2022, Fiscal Year 2023



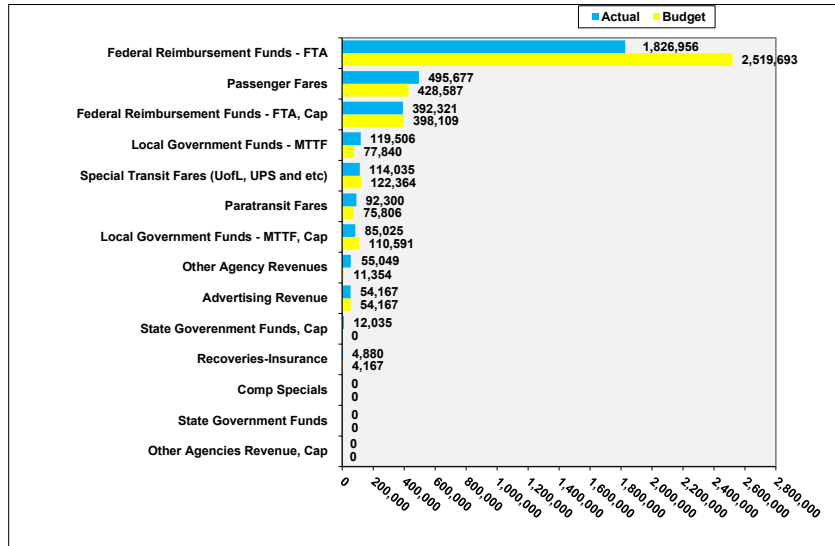
Assets	FY 23	FY 22	Liabilities, Reserves & Capital	FY 23	FY 22
<b>Current Assets</b>			<b>Current Liabilities</b>		
Cash & Cash Items	3,932,771	2,706,198	Long Term Debt	0	121,697
Short Term Investments	6,536,426	4,782,732	Short Term Debt	0	0
Accounts Receivable	98,822,484	36,807,803	Trade Payables	5,982,161	5,697,506
Interest Receivable	43	3	Accrued Payroll Liabilities	4,420,805	4,500,148
Due From Grant	80,000	80,000	Estimated Workmans Compensation	4,006,288	3,282,652
Materials & Supplies	1,860,727	2,374,692	Accrued Tax Liabilities	0	0
<b>Total Current Assets</b>	<b>111,232,450</b>	<b>46,751,427</b>	Unredeemed Tickets & Tokens	1,645,515	1,564,505
<b>Other Assets</b>			Reserves - Injury & Damages	1,732,300	1,744,600
Prepaid Insurance & Dues & WIP	1,770,995	1,644,928	Due To Operations	80,000	80,000
<b>Total Other Assets</b>	<b>1,770,995</b>	<b>1,644,928</b>	Unearned Capital Contributions	93,235,855	31,496,674
			Other Current Liabilities (Health Ins.)	3,042,488	1,053,499
<b>Fixed Assets</b>			<b>Total Current Liabilities</b>	<b>114,145,412</b>	<b>49,541,281</b>
Land	3,187,624	3,187,624	<b>Equity</b>		
Buildings	49,486,992	49,152,447	Retained Earnings	(1,437,789)	(1,601,364)
Coaches	129,428,769	118,680,558	Prior Year Retained Earning	78,980,037	75,248,859
Office Equipment	10,550,199	10,431,880	<b>Total Equity</b>	<b>77,542,248</b>	<b>73,647,495</b>
Other Equipment	22,833,510	21,817,344	<b>Total Liabilities &amp; Equity</b>	<b>191,687,660</b>	<b>123,188,776</b>
Development Costs	205,979	166,313			
Vehicle Exp - Operating	1,420,405	1,420,405			
Other Equipment -Operating	189,242	154,908			
<b>Total Fixed Assets</b>	<b>217,302,720</b>	<b>205,011,478</b>			
<b>Less Accumulated Depreciation</b>					
Accumulated Depr Land	756,256	722,318			
Accumulated Depr Buildings	28,901,159	27,375,289			
Accumulated Depr Coaches	80,005,198	75,556,221			
Accumulated Depr Office Equipment	8,965,219	8,105,799			
Accumulated Depr Other Equipment	18,833,130	17,386,684			
Accumulated Depr Development Cost	29,532	17,339			
Accumulated Depr Vehicle Exp - Opr	990,104	933,978			
Accumulated Depr Other Equipment Op	137,907	121,428			
<b>Total Depreciation</b>	<b>138,618,505</b>	<b>130,219,056</b>			
<b>Net Fixed Assets</b>	<b>78,684,215</b>	<b>74,792,421</b>			
<b>Total Assets</b>	<b>191,687,660</b>	<b>123,188,776</b>			

## Actual Revenue vs. Budget

August 2022, Fiscal Year 2023



## Current Month Revenues



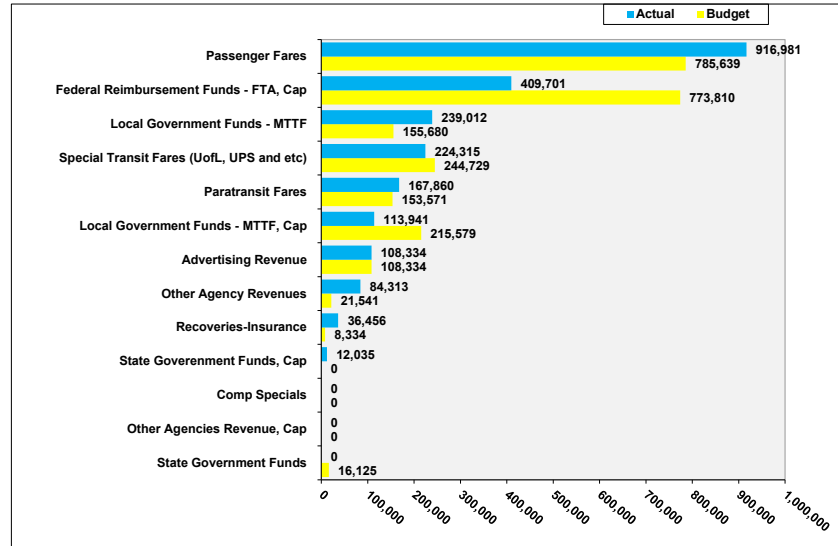
MTTF \$5,482,113 Actual = \$5,482,113 Budget

Passenger fares \$67,090

Paratransit fares \$16,494

Federal Reimbursement Funds - FTA \$692,737

## Year to Date Revenues



MTTF \$10,405,400 Actual = \$10,405,400 Budget

Federal Reimbursement Funds - FTA \$3,663,497 Actual &lt; \$5,039,386 Budget

Passenger fares \$131,342

Paratransit fares \$14,289

Federal Reimbursement Funds - FTA \$1,375,889

Federal Reimbursement Funds - FTA, Cap \$364,109

## CM

\* Federal Reimbursement Funds - FTA is under budget \$692,737 mainly due to operating expenses being under budget

## YTD

\* Federal Reimbursement Funds - FTA is under budget \$1,375,889 mainly due to operating expenses being under budget and operating revenues being over budget

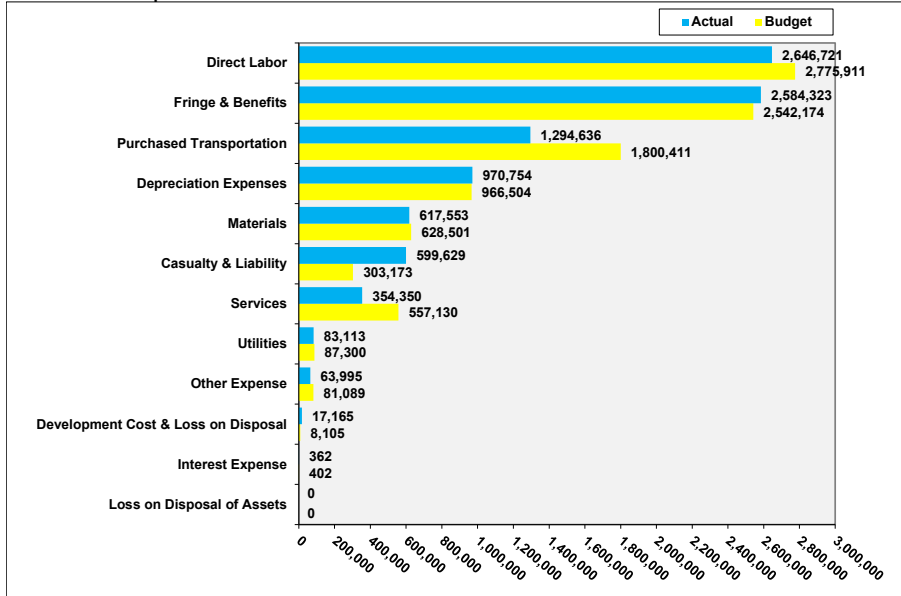
\* Federal Reimbursement Funds - FTA, Cap is under budget \$364,109 mainly due to timing of expenditures

## Actual Expenses vs. Budget

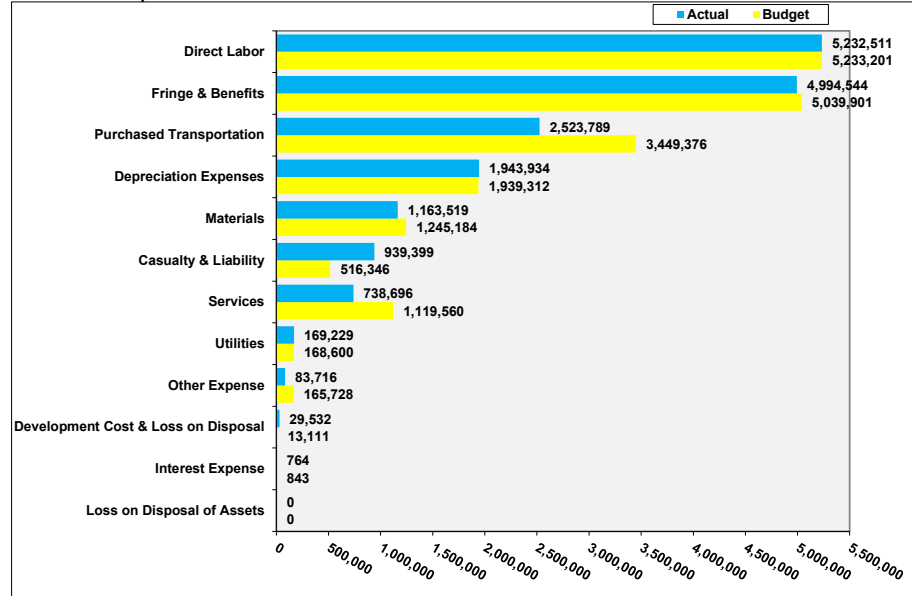
August 2022, Fiscal Year 2023



Current Month Expenses



Year to Date Expenses



Direct Labor \$129,190 ↓ Total Labor \$122,171 ↓

Fringe & Benefits \$42,149 ↑

Casualty & Liability \$296,456 ↑

Purchased Transportation \$505,775 ↓

Direct Labor \$690 ↓ Total Labor \$9,747 ↓

Fringe & Benefits \$45,359 ↓

Casualty & Liability \$423,053 ↑

Purchased Transportation \$925,587 ↓

## CM

- \* Fringe & Benefits are over budget \$42,149 mainly due to Worker's Compensation being over budget an offset by Pension and Medical being under budget
- \* Casualty & Liability is over budget \$296,456 mainly due to 10 claims being increased
- \* Purchased Transportation is under budget \$505,775 mainly due to revenue hours, penalties and mobility as a service

## YTD

- \* Fringe & Benefits are under budget \$45,357 mainly due to Pension and Medical being under budget an offset by Workers Compensation being over budget
- \* Casualty & Liability is over budget \$423,053 mainly due to 11 claims being increased
- \* Purchased Transportation is under budget \$925,587 mainly due to revenue hours, penalties and mobility as a service



# MassTransit Trust Fund (MTTF) Revenue Deposits

## Deposit to Budget Difference FY 2023



Month	FY 23 Actual Deposits	FY 23 Budget Deposits	Difference	YTD Total	Current Month	YTD
July	\$4,500,817	\$4,649,020	(\$148,203)	(\$148,203)	-3.19%	
August	\$5,003,555	\$4,699,540	\$304,015	\$155,812	6.47%	1.67%
September		\$5,962,117				
October		\$4,213,468				
November		\$5,247,391				
December		\$6,845,244				
January		\$6,549,775				
February		\$4,123,717				
March		\$5,536,407				
April		\$8,240,000				
May		\$5,514,800				
June		\$6,031,516				
<b>TOTAL</b>	<b>\$9,504,372</b>	<b>\$67,612,995</b>				

## MTTF Revenue Deposits - Actuals

### LOUISVILLE METRO REVENUE COMMISSION TARC LICENSE FEE TRANSACTIONS

	August 2022	August 2021	YTD FYE 2023	YTD FYE 2022	Difference Amount	Percent Change
<b>Receipts</b>						
Employee Withholding	\$ 4,672,084	\$ 4,332,089	\$ 9,172,901	\$ 8,500,131	\$ 672,770	7.91%
Individual Fees	104	-	193	(81)	274	-338.27%
Net Profit Fees	341,410	193,970	632,457	443,607	188,850	42.57%
Interest & Penalty	56,216	51,589	120,953	109,974	10,979	9.98%
<b>Total Collections</b>	<b>\$ 5,069,814</b>	<b>\$ 4,577,648</b>	<b>\$ 9,926,504</b>	<b>\$ 9,053,631</b>	<b>\$ 872,873</b>	<b>9.64%</b>
Investment Income	\$ 2,183	\$ 614	\$ 4,816	\$ 1,581	\$ 3,235	204.62%
<b>Total Receipts</b>	<b>\$ 5,071,997</b>	<b>\$ 4,578,262</b>	<b>\$ 9,931,320</b>	<b>\$ 9,055,212</b>	<b>\$ 876,108</b>	<b>9.68%</b>
<b>Disbursements</b>						
Collection Fee	\$ 68,442	\$ 61,798	\$ 134,007	\$ 122,224	\$ 11,783	9.64%
<b>Reversal of FY22 Investment Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,534</b>	<b>\$ -</b>	<b>\$ 4,534</b>	
<b>Total Disbursements</b>	<b>\$ 68,442</b>	<b>\$ 61,798</b>	<b>\$ 138,541</b>	<b>\$ 122,224</b>	<b>\$ 11,783</b>	<b>9.64%</b>
<b>Due Mass Transit</b>	<b>\$ 5,003,555</b>	<b>\$ 4,516,464</b>	<b>\$ 9,792,779</b>	<b>\$ 8,932,988</b>	<b>\$ 859,791</b>	<b>9.62%</b>
Less Previous Payments			4,789,224	4,416,524	372,700	8.44%
<b>Payable To Trust Fund</b>			<b>\$ 5,003,555</b>	<b>\$ 4,516,464</b>	<b>\$ 487,091</b>	<b>10.78%</b>



## Year to Date Summary

August 2022, Fiscal Year 2023

### Actual Compared to Budget YTD

	Good	In the Red	
Total Revenues before Capital are Over/ <b>Under</b> by (pg. 2, line 18)		\$1,092,571	
Total Expenses are Over/ <b>Under</b> by (pg. 2, line 41)	\$1,092,571		
MTTF Revenue Deposits are <b>Over</b> /Under by (pg. 7)	\$155,812		
August has a favorable balance before Capital of	\$1,248,383	\$1,092,571	\$155,812

### Actual Revenues over Expenses

Operating Revenues	\$1,538,258
Operating Expenses	\$15,846,167
<b>Net Gain/(Loss) before MTTF</b>	<b>(\$14,307,909)</b>
MTTF Approved Contributions	\$10,405,400
<b>Net Gain/(Loss) before Subsidies</b>	<b>(\$3,902,509)</b>
<b>Subsidies</b>	
CRSSAA	\$2,649,692
5307 Federal Formula dollars to be used as (CEER)	\$1,013,805
MTTF Local Share	\$239,012
State Contributions	\$0
<b>Total Subsidies</b>	<b>\$3,902,509</b>
<b>Net Gain/(Loss) before Capital</b>	<b>\$0</b>


**Reimbursement Funds Only and a One Time Funding Source**

	<b>TARC Share</b>	<b>Actual FY 2020</b>	<b>Actual FY 2021</b>	<b>Actual YTD FY 2022</b>	<b>Actual YTD FY 2023</b>	<b>Remaining Balance</b>	<b>Budget YTD FY 2023</b>	<b>Delta Actual FY 2023 vs Budget FY 2023</b>
<b>CARES*</b>	\$42,276,008	\$4,341,151	\$26,847,680	\$11,087,177		\$0	\$0	
<b>CRRSAA**</b>	\$21,374,688			\$9,315,786	\$2,649,692	\$9,409,210	\$4,896,014	(\$2,246,322)
<b>ARP***</b>	\$48,293,376					\$48,293,376	\$20,504,079	(\$20,504,079)
<b>Total</b>	<u>\$111,944,072</u>	<u>\$4,341,151</u>	<u>\$26,847,680</u>	<u>\$20,402,963</u>	<u>\$2,649,692</u>	<u>\$57,702,586</u>	<u>\$25,400,093</u>	<u>(\$22,750,401)</u>

\* KY-2020-012 was approved/Executed 5/27/2020

\*\* KY-2021-020 was approved/Executed 7/1/2021

\*\*\* KY-2022-003 was approved/Executed 5/24/2022



# MEMORANDUM

**To:** TARC Board of Directors

**From:** Carrie Butler, Executive Director

**Date:** November 15, 2022

**Re:** Resolution 2021- 08 Amendment No. 1 to Contract 2020658 Banking and Financial Services – Change Order: ExpertAP

---

Board Resolution 2021-08 entered TARC into contract with Fifth Third Bank for banking services on April 27, 2021 following a procurement for said services. Fifth Third's original proposal, contained several service options including one for accounts payable (AP), called 'Expert AP'. This service allows for the digitization of invoices and the decision and facilitation of payments to Customer's third-party service providers and suppliers (collectively, "Suppliers") using multiple payment methods through a single payment site. Customers can authorize Fifth Third Bank and its processors to act on its behalf as reasonably necessary to provide the Expert AP Service, including without limitation, the facilitation of electronic payments and remittances and communications with Suppliers by phone, mail or email.

TARC is now ready and prepared to exercise this option as part of process improvement. Implementation of Expert AP will allow TARC to send a file of all operations payments to Fifth Third who will issue payments to suppliers via credit card, automated clearing house (ACH), or check on behalf of TARC. This process will eliminate tedious work for Finance staff such as printing checks, preparing payments for mailing, and filing check copies as those tasks will now be managed by Fifth Third. Most important, payments will be issued electronically eliminating the time and effort needed to acquire physical signatures. In addition to this, Expert AP will mitigate fraud risks to TARC and result in potential revenue generation as TARC will receive a certain percentage of all payments made via credit card and on fees generated from ACH payments.

The attached resolution seeks authority for the Executive Director to amend Contract 20200658 Banking and Financial Services with Fifth Third Bank. The estimated change order value is \$4,400 annually with a one-time implementation fee of \$3,500 for a total not to exceed amount of \$21,100 for the remaining term of the contract.

Please call me at 561-5100 if you have any questions. Thank you.



## **RESOLUTION 2021-08 AMENDMENT NO. 1 BANKING AND FINANCIAL SERVICES: CHANGE ORDER EXPERT AP SERVICE**

A Resolution authorizing the Executive Director to execute a change order to Contract 20200658 to add the Expert AP services into the contract:

**WHEREAS**, a competitive solicitation was issued wherein TARC received a proposal from Fifth Third Bank and it was deemed responsive, and a contract was awarded; and

**WHEREAS**, TARC seeks a change order to the banking and financial service contract to add an optional service of Expert AP; and

**WHEREAS**, the proposal and contract included options for the services called Expert AP; and

**WHEREAS**, the services will cost \$4,400 each year, with a one-time implementation fee of \$3,500; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to execute Amendment No. 1 to Contract 20200658 for a change order for Expert AP based on an additional not-to-exceed amount of \$21,100.

**ADOPTED THIS 15th DAY OF NOVEMBER 2022**

---

**Carla Dearing, Vice Chair of the Board of Directors**



## MEMORANDUM

**To:** TARC Board of Directors  
**From:** Carrie Butler, Executive Director  
**Date:** November 15, 2022  
**Re:** Resolution 2022-26 Fiscal Year 2023 Line of Credit Renewal

---

Attached is a Resolution requesting approval for TARC Management to renew a line of credit with Fifth Third Bank that expires at the end of November 2022. TARC started this line of credit in 2009 due to strains on cash flow. TARC used \$3,000,000 in FY 2020 before receiving CARES funds. All funds were paid back in FY2020. CARES funds are reimbursed after we spend the funds and the line of credit does not cost any thing unless we use it.

TARC relies on formula funding from the federal government to reimburse eligible operating expenses each year. Federal formula dollars for the last several years have been unpredictable on when we can receive or accrue for them. Delayed funding puts a strain on cash flow. The Finance Department continues to work very hard to manage cash in an effort to minimize TARC's need for a line of credit. However, in order to be prepared for any unforeseen disruption in our business processes, I am requesting approval to renew the line of credit with Fifth Third bank that TARC started in 2009.

Fifth Third has advised that they can accommodate up to a \$4,000,000 line of credit at the 30 – day SOFR (Secured Overnight Financing Rate as of October 31st was 3.76%) rate plus 1.50%. Fifth Third will not charge us a non-use fee. Management would use this as a last resort and it would only be until we were able to draw down on Stimulus Funds or formula funds. Fifth Third bank would set the line of credit up on a one year term that could be renewed yearly. If we drew down \$1 million at a 5.26% rate it would cost about \$146.11 a day, last year's estimate was \$43.06.

Example:  $\$1,000,000 \times .0526 / 360 \text{ days} = \$146.11$

Please call me at 502-561-5100 if you have any questions.



## **Resolution 2022-26**

### **Fiscal Year 2023 Line of Credit Renewal**

A Resolution authorizing the Executive Director/CEO, Carrie Butler, or Chief Financial Officer/ CFO, Tonya Carter, to execute any documents, advances and pay downs on the \$4,000,000 revolving line of credit with Fifth Third Bank.

**WHEREAS**, TARC entered into this agreement in 2009 and has only used funds in FY2020 to assist with cash flow during the pandemic; and

**WHEREAS**, TARC may require a line of credit to finance operating activities to assist with cash flow; and

**WHEREAS**, TARC will renew contract with Fifth Third bank to provide a line of credit up to \$4,000,000 for a one-year term; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of The Transit Authority of River City that:

The Executive Director/CEO, Carrie Butler, or Chief Financial Officer/ CFO, Tonya Carter, are hereby authorized to execute documents, advances and pay downs on a \$4,000,000 revolving line of credit with Fifth Third Bank.

**Adopted this 15th day of November, 2022**

---

**Carla Dearing, Vice Chair, TARC Board of Directors**



# MEMORANDUM`

**To:** TARC Board of Directors

**From:** Carrie Butler, Executive Director

**Date:** November 15, 2022

**Re:** Resolution 2022 – 27 Ellipse Hosting and Support Services Agreement

---

TARC utilizes a software application called Ellipse (Resolution 2021-24) and has used a third party firm to provide hosting and other support services for Ellipse. Previously, the TARC Board approved the services of a firm, COSOL, to provide these services to TARC (Resolutions 2017-30; 2021-03; 2021-25; 2022-09). This attached resolution is seeking approval to enter into an additional annual agreement for hosting and support services with COSOL.

We would like to proceed with an annual renewal based upon the terms supplied by COSOL based on the original contract with a moderate increase due to the Consumer Price Index. COSOL is the only company that hosts and supports Ellipse in this model and an annual renewal is recommended based on the support provided thus far. The current annual renewal is cost for calendar year 2023 is \$280,438, which includes Analytics Hosting and Support.

There are two other distinct services being requested as part of this resolution:

- 1) Support services for an interface with ADP, the human resources information system that was procured in February (Resolution 2022-05); COSOL has provided a not-to-exceed quote of \$121,600 for the initial data feed from Ellipse to ADP, the interface that will bring future employees from ADP into Ellipse, any required journal entries from ADP to Ellipse for Payroll, as well as any data cleanup from Ellipse of personal data that is no longer required to be maintained in Ellipse since ADP will be the system of record going forward; and
- 2) Support services for an interface for the accounts payable functionality being resolved this month (2021-08.01) with a not-to-exceed quote for \$3,700 for the development and implementation associated with the Fifth Third Expert AP (accounts payable) project, specifically payables files will need to be developed for integration/interfacing. This file will contain a list of payments to be made to suppliers for specific invoices and must be compiled in a specific format to be approved by Fifth Third.

The Procurement Department initiated a sole source justification form along with a pricing analysis of the current market of similar services. It would be prudent to continue the services with COSOL at this time because an award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition. COSOL is the only company that hosts and supports Ellipse in this model and this renewal is recommended based on the support they have provided thus far.





The attached resolution requests the Board approve and authorize the Executive Director to execute and expend a not-to-exceed amount of \$405,738 to renew the services of COSOL for calendar year 2023, which includes the ADP interface services and the Expert AP interfaces.

COSOL has quoted a rate of \$190 per hour for additional work. Any additional projects or statements of work will be brought to the Board as a change order or contract amendment.

Please contact me with any questions. Thank you.



## **RESOLUTION 2022-27**

### **Ellipse Hosting and Support Agreement**

A resolution authorizing the Executive Director to renew the Annual Support Agreement with COSOL for Ellipse Hosting and Support Services, as well as interfacing required for the implementation of TARC's HRIS.

**WHEREAS**, TARC issued RFP P-2708, a Request for Proposal for Ellipse Hosting and Support; and

**WHEREAS**, TARC considered this procurement a "Sole Source" due to Experience, Expertise, The relationship between COSOL and Hitachi (formally ABB), the fact that no other vendor provides Ellipse Cloud Hosting in North America; and

**WHEREAS**, the original agreement with AddOns was for 3 years and unless provided written notice 90 days before would automatically renew annually; and

**WHEREAS**, the price for calendar year 2023 is \$280,438 and includes all the expected hosting and service fees, along with the hosting of the analytics server; and

**WHEREAS**, the not-to-exceed cost of interfacing with the human resource information system is \$121,600, and COSOL is also the only company that can cost effectively perform this work; and

**WHEREAS**, The not-to-exceed cost of interfacing with the accounts payable module is \$3,700, and COSOL is also the only company that can cost effectively perform this work; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to execute an agreement with COSOL for a not-to-exceed amount of \$405,738 in calendar year 2023.

**Adopted this 15<sup>th</sup> day of November 2022**

---

Carla Dearing, Vice Chair of the Board of Directors



# MEMORANDUM

**To:** TARC Board of Directors

**From:** Carrie Butler, Executive Director

**Date:** November 15, 2022

**Re:** Resolution 2021 - 43.2 Second Amendment Management Consulting Services – Indefinite Delivery-Indefinite Quantity (IDIQ)

---

In November 2021, Resolution 2021-43 authorized the Executive Director to enter into an agreement with TransPro Consulting for Management Consulting Professional Services under an Indefinite Delivery Indefinite Quantity (IDIQ) services contract. The purpose of the services is for TARC to receive consulting support to examine internal operations with a goal to develop a high functioning and effective leadership team to move the agency forward and thus better serve our riders and community as a whole. A first amendment was awarded in April (Resolution 2021-43.1) for a performance appraisal process that is linked to the agency annual strategic plan.

This amendment to Resolution 2021-43 is to further support the work of the annual strategic plan by adding four tasks to the contract and additional staff support for internal and external communications of the strategic plan. The first task is to incorporate a review of TARC's paratransit services and develop a performance measurement and monitoring system focused on paratransit service, including a current state assessment, a customer engagement process, and a peer review. The second task is to engage and facilitate the Board of Directors in an executive retreat that will seek to facilitate discussion amongst the Board members and projects for the upcoming year. The third task is to engage the senior management team for continued work on the annual strategic plan and incorporate new feedback from the Board into the annual process. The fourth task is to do fixed-route, paratransit and community surveys, which consist of developing the survey and then initially examining to establish a satisfaction baseline. After establishing the baseline, an additional survey will be conducted after TARC through the initial survey has the opportunity to implement feedback from the initial survey.

Attached is a resolution requesting the Board of Directors to amend the contract with TransPro to add this additional scope of work for the following not-to-exceed amounts:

- Task 1- Work Order 5 Paratransit Assessment: \$74,695
- Task 2 – Work Order 6 Board of Directors Retreat: \$9,500
- Task 3 – Work Order 7 Management Team Workshop: \$6,812
- Task 4 – Work Order 8 Surveys: \$291,318
- Staff support on strategic plan up to \$13,500 per month; up to four months

Please let me know if you have any questions. Thank you.



## **RESOLUTION 2021- 43.2**

### **Management Consulting Professional Services Amendment 2**

A Resolution authorizing the Executive Director to amend the Trans Pro contract for Management Consulting Professional Services for a not-to-exceed amount of \$436,325.

**WHEREAS**, TARC seeks a management consulting professional services to provide and assist TARC with its transit organizational management, strategic planning and technical capacity; and,

**WHEREAS**, a competitive solicitation, request for proposal was issued in July 2021 with responses received from interested firms on September 8, 2021; and,

**WHEREAS**, TARC entered into an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with TransPro for an Initial Term of one (1) year with an option of two (2) additional one-year terms with TransPro Consulting based upon a not-to-exceed amount of \$100,000; and,

**WHEREAS**, TARC desires to add tasks to the contract for continued work on the performance management and strategic planning efforts for a not-to-exceed amount of \$436,325; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to amend the contract with TransPro to allow additional tasks to be performed as set out herein at a not-to-exceed amount of \$436,325 for these additional tasks .

**ADOPTED THIS 15th DAY OF NOVEMBER 2022**

---

**Carla Dearing, Vice Chair of the Board of Directors**



# MEMORANDUM

**To:** TARC Board of Directors

**From:** Carrie Butler, Executive Director

**Date:** November 15, 2022

**Re:** Resolution 2022-28 TARC Title VI Plan Update

---

Per the Federal Transit Administration (FTA) regulations, guidelines, and Circular FTA C 4702.1B, TARC has prepared an updated 2022 Title VI Plan that provides programmatic, process and policy information on major services, fare changes, and service policies that relate to minority and low income populations. TARC has a longstanding commitment to meet both the spirit and letter of Title VI of the Civil Rights Act of 1964 that prohibits discrimination based on race, color or national origin in programs or activities that receive federal financial assistance, and is committed to full compliance under the FTA regulations.

TARC's goal is to avoid, eliminate, or minimize any adverse impacts of service or fare changes that would be borne disproportionately by minority or low income populations. Any potential adverse or disproportionate effects of service or fare changes on minority or low income passengers will be mitigated with proposed alternative measures. Under FTA requirements and as part of the Title VI Plan update process, TARC presents the 2022 Title VI Plan update to the Board of Directors for its consideration and final approval. Upon approval, the plan will be included on TARC's website and available for review by members of the public.

There were no policy changes made during the time detailed in the Title VI Plan update. The changes reflected in the document were updates to data and demographics. TARC has applied the prior program plan over the past three years. In 2021 the Planning Department conducted a system analysis of amenities. The Shelter Equity Analysis takes into consideration multiple variables in order to ensure equity for minority, low income, and LEP populations with regard to the placement of transit amenities. Service changes were implemented in August 2020 and in August 2022. These changes aligned with TARC's strategic and operating goals, TARC's financial resources and the budget, cost of service, and ridership performance. TARC has analyzed and evaluated the now imposed service changes for potential impact on TARC fixed routes and paratransit customers and there were no significant negative impacts.

The attached resolution seeks approval of TARC's 2022 Title VI Plan Update.

If you have any questions, please call me at 502-561-5100.



## **RSOLUTION 2022-28**

### **2022 Title VI Plan**

A Resolution requesting the approval of the 2022 Title VI Plan update per the FTA Title VI regulations and requirements.

**WHEREAS**, Pursuant to Federal Transit Administration requirements and guidelines for Federal Transit Administration recipients, Circular FTA C 4702.1B, TARC has updated its 2022 Title VI Program and related major service and fare change policies that address potential impacts of service and fare changes on minority and low income populations; and

**WHEREAS**, TARC is committed to adhering to Title VI regulations, which are part of the Civil Rights Act of 1964 and prohibit discrimination based on race, color or national origin in programs or activities that receive federal financial assistance; and

**WHEREAS**, TARC is committed to full compliance with all FTA regulations; and

**WHEREAS**, TARC's goal is to prohibit, eliminate or minimize any adverse impacts of service changes or fare increases that would be borne disproportionately by minority or low income populations; and

**WHEREAS**, potential adverse or disproportionate effects of service or fare changes on minority or low income passengers will be mitigated with proposed alternative measures; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Transit Authority of River City that:

The TARC 2022 Title VI Plan has been updated and approved pursuant to the Federal Transit Administration requirement and guidelines, Circular FTA C 4702.1B.

**Adopted this 15th day of November 2022**

---

**Carla Dearing, Vice Chair, Board of Directors**



# MEMORANDUM

**To:** TARC Board of Directors

**From:** Carrie Butler, Executive Director

**Date:** November 15, 2022

**Re:** Resolution 2022-29 Job Classification and Compensation Study (RFP 20221768)

---

In July 2022, the Procurement Department released a Request for Proposal (RFP) 20221768 seeking an experienced and qualified professional consulting firm to evaluate and analyze existing job classification and compensation structures. The firm is to provide viable options and strategies to enhance TARC's ability to attract and retain a highly qualified and motivated workforce over the next five to ten years. The scope of work includes 93 job classifications and 19 compensation grades. The intended deliverables are a total compensation comparison that reviews key benefit components within the identified target market, recommendations based on data, and a proposal for a classification structure with recommendations for assignment for all positions commensurate with level of complexity, responsibility, knowledge, skills, and abilities.

An Independent Cost Estimate (ICE) of \$158,651 was conducted and developed by using peer transit agencies project costs of similar size and scope.

TARC received a total of four (4) responsive proposals: Educational Data Systems, Inc. (EDSI); Mercer; Hanna Resource Group; and McCloud Transportation and Associates. The Step-1 evaluation concluded that EDSI, Hanna and McCloud received the highest scores and were within competitive range of each other. The Evaluation Committee recommended for the top three (3) ranking proposers to progress to the Step-2 presentation and interview process.

Interviews and presentations were held with the three (3) highest ranking proposers independently, and the evaluation committee re-scored and re-evaluated based on the original criteria presented in the solicitation. McCloud Transportation received the highest score with stellar references from transit agencies.

This resolution requests that the Board of Directors authorize the Executive Director to enter into an agreement with McCloud Transportation for an initial term of 12 months with an option to extend up to an additional 12 months on a month-to-month basis. The total contract value is for a not-to-exceed amount of \$116,158.

Please call me at 561-5100 if you have any questions. Thank you.



## **RESOLUTION 2022-29**

### **Job Classification and Compensation Study**

A Resolution authorizing the Executive Director to enter into an Agreement for an Initial Term of 12 months with an Option to extend up to 12 months on a month-to-month basis:

**WHEREAS**, TARC seeks management consulting professional services to provide viable options and strategies that would enhance TARC's ability to attract and retain a highly qualified and motivated workforce over the next five to ten years; and

**WHEREAS**, a competitive request for proposals was issued on July 7, 2022; and

**WHEREAS**, TARC received and evaluated four responsive proposals; and

**WHEREAS**, the proposal submitted by McCloud Transportation and Associates received the highest score and was deemed responsive; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to enter into a contract with an Initial Term of 12 months with an Option to extend up to 12 months on a month-to-month basis with McCloud Transportation and Associates for a not-to-exceed amount of \$116,158.

**ADOPTED THIS 15th DAY OF NOVEMBER 2022**

---

**Carla Dearing, Vice Chair of the Board of Directors**





# TITLE VI PLAN 2022

## TRANSIT AUTHORITY OF RIVER CITY

*Original –*  
*Revised – November 2022*

<b>Name of Entity That Drafted This Plan</b>	Transit Authority of River City	
<b>Signature by the Accountable Executive</b>	<b>Signature of Accountable Executive</b>	<b>Date of Signature</b>
<b>Approval by the Board of Directors</b>	<b>Name of Entity That Approved This Plan</b>	<b>Date of Approval</b>
	TARC Board of Directors	03/23/2021; 7/27/2021
	<b>Relevant Documentation (Title and Location)</b>	
<b>Certification of Compliance</b>	<b>Name of Individual/Entity That Certified This Plan</b>	<b>Date of Certification</b>
	Pat Mulvihill, General Counsel	
	<b>Relevant Documentation (Title and Location)</b>	

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
0		Original Document	
1		Data and regulatory updates	2013
2		Data and demographic updates	2017
3		Regulatory updates	2019
Current		Updates to demographic and other data	2022

## Table of Contents

Glossary/Key Terms .....	8
Transit Authority of River City Title VI Policy Statement.....	15
Title VI Program Overview and Introduction .....	16
Responsible Officials.....	18
TARC Organizational Chart.....	20
TARC Board Approval of Title VI Program .....	21
Title VI Program General Requirements .....	22
Title VI Complaint Procedures.....	23
How to File a Complaint.....	24
Complaint Log .....	27
Public Participation Plan.....	29
Goal .....	30
Communication Methods .....	31
Public Engagement and Participation Process .....	32
Performance Measures .....	34
Language Assistance Plan.....	35
Legal Basis for Language Assistance Requirements.....	35
Compliance with LEP Requirements .....	35
Purpose of LAP.....	35
Factor 1 – The Number or Portion of LEP Persons Served or Encountered in the Eligible TARC Service Area .....	36
Factor 2 – The Frequency with which LEP persons come into Contact with TARC.....	38
Factor 3 – The Nature and Importance of the Program, Activity, or Service Provided by TARC to Individuals with LEP.....	41
Factor 4 – The Resources Available to TARC for LEP Outreach and the Cost Associated with Outreach .....	42
Boards, Committees, and Councils .....	44
TARC Board of Directors .....	44
TARC Accessibility Advisory Council (TAAC).....	44
Sub-recipient Monitoring .....	46
Service and Equity Analysis .....	49
Title VI Fare Media Equity Analysis .....	49

Major Service Change and Impact Policies .....	50
System-wide Service Standards .....	51
Vehicle Load .....	51
Vehicle Headway .....	52
Service Policies .....	53
Distribution of Amenities .....	53
Distribution of Vehicles .....	54
TARC Feet Inventory .....	55
Appendices .....	56
Appendix A .....	57
Board Approval Resolution .....	57
Appendix B .....	58
Title VI Notice to the Public .....	58
Appendix C .....	60
Title VI Complaint Form .....	60
Appendix D .....	63
Public/Community Outreach .....	63
Appendix E .....	68
TARC Media List .....	68
Appendix F .....	69
Translated Documents from Public Meeting .....	69
Appendix G .....	78
LEP Population within TARC Service Area .....	78
Appendix H .....	92
Coach Operator LEP Survey .....	92
Customer Service Representative Survey .....	94
Appendix I .....	96
Travel Card .....	96
Appendix J .....	97
Interior Card .....	97
Appendix K .....	99
Sub-recipient Agreement .....	99

Appendix L .....	176
Sub-recipient Title VI Program Plan Template.....	176
Appendix M .....	211
Sub-recipient Questionnaire .....	211
Appendix N.....	216
Title VI Fare Media Equity Analysis .....	216
Introduction.....	216
Requirements and Definitions.....	216
Existing Fare Structure .....	216
TARC Proposed Fare Media Change .....	217
Fare Equity Analysis .....	218
On- Board Survey Use.....	219
Fare Equity Analysis – Fare Usage .....	220
Supplemental Question Analysis .....	221
Mobile Payment Eligibility .....	223
Conclusions .....	224
Appendices.....	225
Appendix O .....	227
August 9 <sup>th</sup> , 2020 Service Change Analysis.....	227
Introduction.....	227
Methodology .....	227
Phase A and B Summary Findings.....	230
Adverse Impact Analysis .....	232
Phase A .....	233
Route 01 : Fourth Street Circulator .....	235
Route 77 : Main-Market Circulator .....	236
LouLift Paratransit Impact – Routes 01 and 77.....	237
Route 62 : Breckenridge – Shepherdsville.....	238
Route 96 : Health Science Center Circulator .....	239
Discontinue Express Routes.....	240
Express Route Service Reduction .....	243
Phase B .....	245

Route 52 : Medical Center Circulator .....	248
Route 75 : Bluegrass Circulator .....	251
Figure 19. Route 75 Impact and Alternative Analysis .....	251
Route 82 : New Albany-Clarksville-Jeffersonville .....	253
Discontinue Express Routes.....	255
Phase C .....	256
Appendix P .....	257
CMAQ Routes Service Equity Analysis .....	257
Introduction.....	257
Methodology .....	258
Results.....	260
Conclusion.....	264
Appendix Q .....	265
Low Income Route Table.....	265
Appendix R.....	266
Low Income Tract Table .....	266
Appendix S.....	271
Minority Route Table.....	271
Appendix T .....	272
Minority Tract Table .....	272
Appendix U.....	276
2021 Minority and Low-Income Population Report .....	276
Appendix V.....	282
Shelter Equity Report.....	282
Appendix W .....	291

Page Left Blank Intentionally

## Glossary/Key Terms

**African American:** a person having origins in any of the black racial groups of Africa.

**American Indian or Alaska Native:** a person having origins in any of the original peoples of North and South America (including Central America) who maintains cultural identification through tribal affiliation or community attachment.

**Applicant:** a person or entity that submits an application, request, or plan required to be approved by the FTA Administrator or by a primary recipient, as a condition of eligibility for financial assistance from FTA, and “application” means such an application, request, or plan.

**Asian:** a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, for example Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Assurance:** a written statement or contractual agreement signed by the agency head in which a recipient agrees to administer federally assisted programs in accordance with civil rights laws and regulations.

**Beneficiary:** any person or group of people (other than states) entitled to receive benefits, directly or indirectly, from any federally assisted program (e.g., relocated persons, impacted citizens, communities, etc.).

**Black:** (see African American above).

**Complaint:** a verbal or written allegation of discrimination that indicates that a federally assisted program is operated in such a manner that it results in disparity of treatment to persons or groups of persons because of race, color, or national origin.

**Compliance:** a satisfactory condition wherein an applicant, recipient, or sub-recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good-faith effort toward achieving this end has been made.

**Contract:** a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and obligating the buyer to pay for them. Throughout this document, a lease is considered a contract.

**Contractor:** any person, corporation, partnership, organization, or incorporated association that participates, through a contract or subcontract, in any program or activity covered by this plan, including lessees.

**Demand Response System:** any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits,



and private providers. An advance request for service is a key characteristic of demand response service.

**Designated Recipient:** an entity designated, in accordance with the planning process under sections 5303 and 5304, by the Governor of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under section 5336 to urbanized areas of 200,000 or more in population; or a State or regional authority, if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation.

**Direct Recipient:** an entity that receives funding directly from Federal Transit Administration (FTA). A direct recipient is distinguished from a primary recipient in that a direct recipient does not extend financial assistance to sub-recipients, whereas a primary recipient does.

**Discrimination:** involves any act or inaction, whether intentional or unintentional in any program or activity of a Federal aid recipient, sub-recipient, or contractor, which results in disparate (unfavorable) treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, sex, national origin, age, disability or in the case of disability, failing to make a reasonable accommodation.

**Disparate Impact:** a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exist one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.

**Disproportionate Burden:** a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the recipient to evaluate alternatives and mitigate burdens where practicable.

**Disparate Treatment:** refers to actions that result in circumstances where similarly situated persons are intentionally treated differently (i.e., less favorably) than others because of their race, color, or national origin.

**Diversity:** encompasses all of the ways that human beings are both different and similar.

**Fixed Guideway:** a public transportation facility—using and occupying a separate right-of-way for the exclusive use of public transportation; using rail; using a fixed catenary system; for a passenger ferry system; or for a bus rapid transit system.

**Fixed Route:** public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.

**Federal Assistance:**

- Grants and loans of Federal funds
- The grant or donation of Federal property and interests in property
- The detail of Federal personnel
- The sale and lease of, and the permission to use (on other than a casual or transient basis) Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient
- Any federal agreement, arrangement, or other contract that has, as one of its purposes, the provision of assistance

**The Federal Transit Administration (FTA):** FTA is one of ten operating administrations within the U.S. Department of Transportation (DOT) headed by an Administrator appointed by the President of the United States. FTA functions through a Washington, DC, headquarters office, ten regional offices, and five metropolitan offices that assist transit agencies in all 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa.

Public transportation includes buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation can be either fixed route or demand response service.

The Federal government, through FTA, provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. FTA oversees thousands of grants to hundreds of State and local transit providers, primarily through its ten regional offices. These grant recipients are responsible for managing their programs in accordance with Federal requirements, and FTA is responsible for ensuring that recipients follow Federal statutory and administrative requirements.

**Grantee:** any public or private agency, institution, or organization to whom Federal financial assistance is intended for any program.

**Hispanic or Latino (Latinx):** a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

**Inclusion:** is leveraging diversity to create a fair, equitable, healthy, and high performing organization.

**Interpretation:** the process of listening to something in one language and orally interpreting it in another. The mix of LEP services under the Oral Languages Services is as follows:

- Hiring bilingual staff
- Hiring staff interpreters
- Using telephone interpreter lines
- Using community volunteers
- Use of family members, friends, and other customers/passengers as interpreters

**Limited English Proficient Person:** Persons for whom English is not their primary language, and who have a limited ability to read, write, speak, or understand English. It includes people who have reported to the U.S. Census they speak English less than very well, not well, or not at all.

**Low-Income Person:** a person whose median household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines.

Recipients are encouraged to use a locally developed threshold, such as the definition found in 49 U.S.C. 5302 as amended by MAP-21: “refers to an individual whose family income is at or below 150% of the poverty line (as that term is defined in Section 673(2) of the Community Services Block Grant Act (42 U.S.C 9902(2)), including any revision required by that section) for a family of the size involved” or another threshold, provided that the threshold is at least as inclusive as the HHS poverty guidelines.

**Low-Income Population:** any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.

**Metropolitan Planning Organization or MPO:** policy board of an organization created and designated to carry out the metropolitan transportation planning process. MPOs are required to represent localities in all Urbanized Areas (UZA) of populations over 50,000, as determined by the US Census. MPOs are designated by agreement between the Governor and units of general-purpose local government that together represent at least 75% of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law. When submitting the transportation improvement program (described below), to the State for inclusion in the statewide program, MPOs self-certify that they have met all federal requirements.

**Minority:** a person or groups of persons differing from others in some characteristics who may be subjected to differential treatment based on race, color, or national origin. Includes African Americans, Hispanics or Latinos (Latinx), American Indian or Alaska Native, Asians, and Native Hawaiian or Other Pacific Islander.

**Minority Population:** any readily identifiable group of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient populations (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.

**Minority Transit Route:** a route that has at least 1/3 of its total revenue mileage in a Census block or block group, or traffic analysis zone(s) with a percentage of minority population that exceeds the percentage of minority population in the transit service area. A recipient may supplement this service area data with route-specific ridership data in cases where ridership does not reflect the characteristics of the census block, block group, or traffic analysis zone.

**National Origin:** the particular nation in which a person was born, or where the person's parents or ancestors were born.

**Native Hawaiian or Other Pacific Islander:** a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**Noncompliance:** an FTA determination that the recipient is not in compliance with the DOT Title VI regulations, and has engaged in activities that have had the purpose or effect of denying persons the benefits of, excluding from participation in, or subjecting persons to discrimination in the recipient's program or activity on the basis of race, color, or national origin.

**Non-profit organization:** a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

**Paratransit:** comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

**Peak Period/Off Peak Period:** the period during a normal weekday when demand for transportation service is heaviest.

**Predominantly Minority Area:** a geographic area, such as a neighborhood, Census tract, block or block group, or traffic analysis zone, where the proportion of minority persons residing in that area exceeds the average proportion of minority persons in the recipient's service area.

**Primary Recipient:** department, division, or agency authorized to request federal assistance on behalf of sub-recipients and to distribute financial assistance to sub-recipients' contracts for carrying out a program.

**Program:** any transit project or activity that provides services, financial aid, or other benefits to individuals whether provided directly by the recipient of federal financial

assistance or provided by others through contracts or other arrangements with the recipient

**Provider of Fixed Route Public Transportation (or “transit provider”):** any entity that operates public transportation service, and includes States, local and regional entities, and public and private entities. This term is used in place of “recipient” in chapter IV of FTA Circular and is inclusive of direct recipients, primary recipients, designated recipients, and sub-recipients that provide fixed route public transportation service.

**Public Participation:** an open process in which the rights of the community to be informed to provide comments to the Government and to receive a response from the Government are met through a full opportunity to be involved and to express needs and goals.

**Public Transportation:** regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include Amtrak, intercity bus service, charter bus service, school bus service, sightseeing service, courtesy shuttle service for patrons of one or more specific establishments, or intra-terminal or intra-facility shuttle services. Public transportation includes buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation can be either fixed route or demand response service.

**Recipient:** any public or private entity that receives Federal financial assistance from FTA, whether directly from FTA or indirectly through a primary recipient. This term includes sub-recipients, direct recipients, designated recipients, and primary recipients. The term does not include any ultimate beneficiary under any such assistance program.

**Ridership:** the number of people making one-way trips on a public transportation system in a given time period.

**Route:** the geographical path followed by a vehicle or traveler from start to finish of a given trip.

**Service Area:** refers either to the geographic area in which a transit agency is authorized by its charter to provide service to the public, or to the planning area of a State Department of Transportation or Metropolitan Planning Organization.

**Service Standard/Policy:** an established service performance measure or policy used by a transit provider or other recipient as a means to plan and, or distribute services and benefits within its service area.

**Statewide Transportation Improvement Program (STIP):** a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long-range statewide transportation plan, metropolitan transportation

plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

**Sub-recipient:** an entity that receives Federal financial assistance from FTA through a primary recipient.

**Title VI Program:** a document developed by an FTA recipient to demonstrate how the recipient is complying with Title VI requirements. Direct and primary recipients must submit their Title VI Programs to FTA every three years. The Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent.

**Translation:** translation is the replacement of a written text from one language into an equivalent written text in another language.

**Transit Amenity:** any service amenity, defined as any item or service that is provided specifically to increase the comfort and/or convenience of using public transit. Currently available amenities include bus stops, bus shelters, benches, trash receptacles, system maps, individual route schedules, electronic signage, and bike racks.

**Transit Dependent Riders:** Riders whose sole means of transportation is public transit.

**Transportation Improvement Program (TIP):** a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

**Transportation Management Area (TMA):** An urbanized area with a population over 200,000, as defined by the Bureau of the Census and designated by the Secretary of Transportation, or any additional area where TMA designation is requested by the Governor and the MPO and designated by the Secretary of Transportation.

**Travel Time:** the time duration of a linked trip on transit that is from the point of origin to the final destination, including walking time at transfer points and trip ends.

**Trip:** a one-way movement of a person or vehicle between two points for a specific purpose; sometimes called a one-way trip to distinguish it from a round trip.

**White:** a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

# Transit Authority of River City Title VI Policy Statement

DRAFT

## Title VI Program Overview and Introduction

Title VI of the Civil Rights Act of 1964 is a nondiscrimination statute. Specifically, Title VI provides 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" (42 U.S.C. Section 2000d). Each Federal department and agency, which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, Federal personnel, or any Federal agreement contract is authorized and directed to make the provisions of Section 2000d of this title.

TARC is committed to a workplace which is fully compliant with the Title VI Act of 1964 and its nondiscrimination authorities.

### **Nondiscrimination authorities and Guidance for the Title VI Program**

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq.
- FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients
- 49 CFR, Part 21, effectuates the provisions of Title VI of the Civil Rights Act of 1964
- 28 CFR § 50.3, Department of Justice (DOJ) Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964
- Executive Order 12898, Executive Order on Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August, 15, 2012.
- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act (ADA) of 1990
- Civil Rights Restoration Act of 1987
- Executive Order 13166, Improving Access to Services for Persons with Limited English Limited-English-Proficiency

TARC puts forth every effort to ensure nondiscriminatory transit transportation in support of our goals to provide a safe, secure, and reliable transit system that ensures the efficient mobility of people, thereby enhancing both the quality of life and the economic vitality of the communities TARC serves.

TARC is the largest transit system in the Commonwealth of Kentucky, providing equitable transit service to Louisville-Jefferson County, parts of Southern Indiana (Floyd and Clark County). The TARC service area is considered a Metropolitan Statistical Area (MSA) which is a combination of the above mentioned areas; the TARC service area



has an estimated population of one million. TARC operates 34 routes, providing over 5 million unique fixed-route trips per year.

As set forth by the Title VI and its nondiscrimination authorities TARC is committed to do the following:

1. Ensure that the level and quality of transit service and transit amenities are provided without regard to race, color, or national origin
2. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations
3. Promote the full and fair participation of all affected populations in transit decision making
4. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations
5. Ensure meaningful access to programs and activities by persons with limited English proficiency

## Responsible Officials

The TARC Executive Director is responsible for the overall implementation, application, and monitoring of The TARC Title VI Program. The Executive Director has tasked the Office of Diversity and Inclusion with ensuring TARC is compliant with Title VI, Equal Employment Opportunity (EEO), and the oversight of the authority's Disadvantaged Business Enterprise (DBE) Program. Compliance is achieved through the implementation, application, and monitoring of the programs previously mentioned.

The Office of Diversity and Inclusion is responsible for the following:

- Monitoring programs including the enforcement of Title VI and Title VII (Equal Employment Opportunity (EEO)).
- Investigating all complaints of discrimination based on race, color, national origin, sex (including pregnancy), religion, disability, age, or sexual orientation.
- Administering, coordinating, supporting, and monitoring the progress of the DBE program.

The Office of Diversity and Inclusion staff consists of a Director and a Program Coordinator. The Director of Diversity and Inclusion is responsible for the oversight and coordination of The TARC Affirmative Action Program and is the designated EEO Officer. As the EEO Officer the Director ensures compliance with the affirmative action programs, EEO internal investigations, and all related statutes, regulations, and directives. General responsibilities of the EEO Officer include but are not limited to updating The TARC Affirmative Action Plan and providing department heads with data on hiring accomplishments and areas of opportunity.

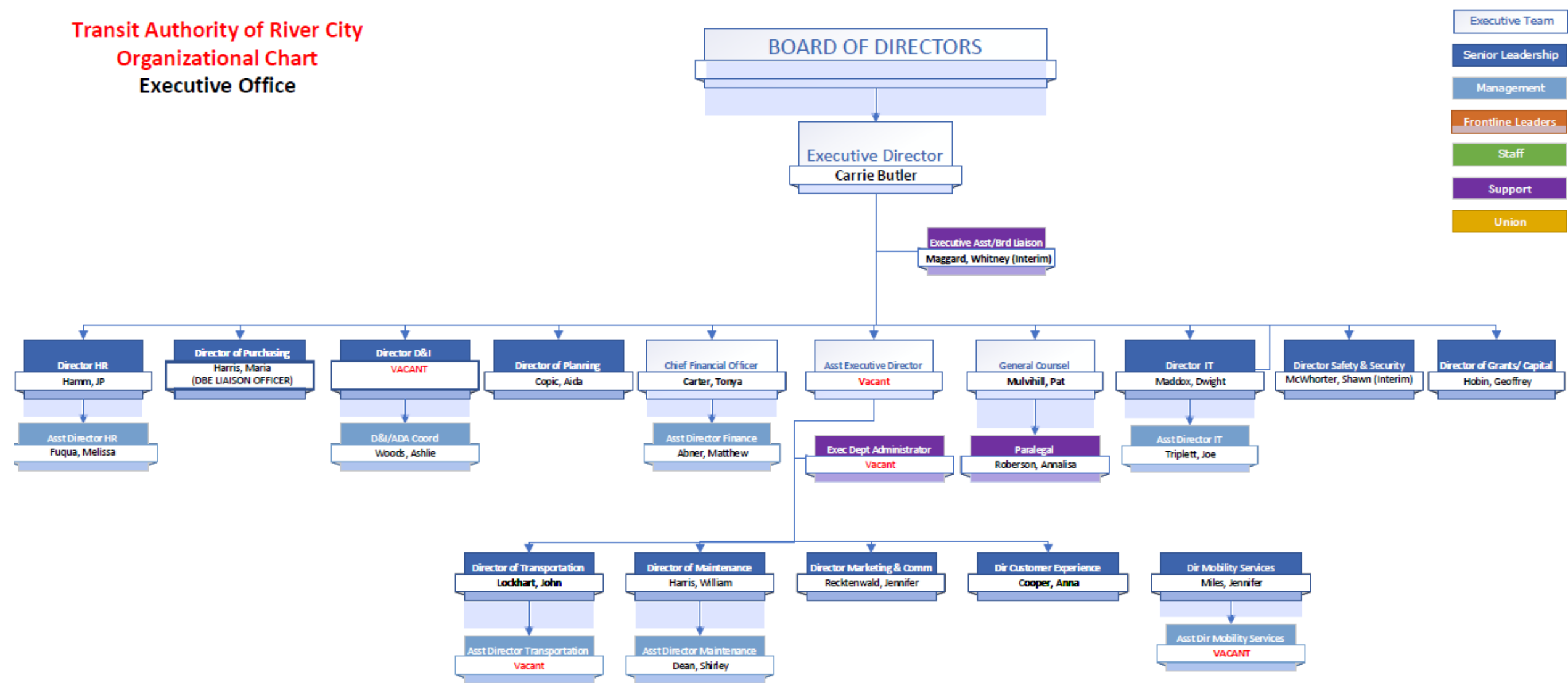
Furthermore, the Director of the Office of Diversity and Inclusion manages The TARC current and future Title VI initiatives to ensure they are in sync with the agency's overall best practices and efforts. The Director also keeps The TARC Executive Director, Leadership Team, and Board of Directors abreast of matters regarding compliance to Title VI and its nondiscrimination authorities. This is achieved by constantly auditing policies, procedures, practices, and collaborations and partnership with internal and external stakeholders.

The Diversity and Inclusion Program Coordinator is responsible for the management and coordination of The TARC Title VI Program. The Program Coordinator provides oversight and coordination of The TARC compliance with Title VI and all related statutes, regulations, and directives. The Program Coordinator ensures that outreach, special transit training, communication programs, and the distribution of information in alternative formats meet Title VI and Limited English Proficiency (LEP) requirements. The Diversity and Inclusion Program Coordinator's additional responsibilities include but not limited to the following:

- Establishing procedures for processing Title VI program reviews
- Coordinating training for TARC employees and sub-recipients
- Preparing required reports
- Providing guidance and advice on Title VI to TARC employees and sub-recipients
- Participating and overseeing in the design, development, and dissemination of Title VI information to the public
- Updating the TARC Title VI Program Plan via FTA's schedule
- Serves as the ADA Coordinator ensuring compliance with FTA ADA regulations, statutes, and directives.

DRAFT

TARC Organizational Chart



## TARC Board Approval of Title VI Program

In accordance with the requirements of the FTA Circular 4702.1B, Chapter III, Part 4, TARC developed a triennial Title VI Program, which illustrates the TARC obligation to adhere to the tenets of the Civil Rights Act of 1964, as amended and ensures the assurance of equal access and the equitable delivery of transit services and amenities to customers throughout its service area. The TARC Title VI Program was reviewed and approved by all internal stakeholders including the TARC Board of Directors (see Appendix A).

## Title VI Program General Requirements

### TARC Notice to the Public

Per the FTA Circular 4702.1B TARC notifies the public of their rights according to Title VI of the Civil Rights Act of 1964 by disseminating the Title VI notice to the public and making the Notice to the Public available for translation to other languages upon request.

### **Your Rights Under Title VI of the Civil Rights Act of 1964**

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes that TARC has violated their rights under Title VI, should contact the TARC Diversity and Inclusion Office or TARC Customer Service; complaints of discrimination can also be filed on the TARC website.

TARC has multiple methods that are utilized to assisted individuals with Limited English Proficiency (LEP), such as translation services which shall made available to individuals with LEP upon request and at no cost to the individual.

The TARC Title VI Notice to the Public (see Appendix B) will be posted at The TARC Customer Service Kiosks which are accessible to the public. There is a kiosk located in the atrium of Union Station (TARC administrative offices are also located in Union Station) and another kiosk is located in the Nia Center (a TARC property that houses offices for local agencies and nonprofits). The TARC Title VI Notice to the Public can be found posted on TARC buses. Title VI Notice to the Public is also posted on the TARC website ([www.ridetarc.org](http://www.ridetarc.org)). Other appropriate materials made available to the public (documents will be translated into languages other than English or furnished in accessible materials as needed upon request).

## Title VI Complaint Procedures

The Transit Authority of River City (TARC) grants equal access to its programs and services to all citizens. This document serves to make citizens aware of their rights to such access, and serves to educate citizens so that they may understand the civil rights laws that protect their receipt and benefit of such services as defined by Title VI of the Civil Rights Act of 1964. Any person who believes they have been discriminated against on the basis of race, color or national origin by TARC may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 for alleged discrimination in any program or activity administered by TARC.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and TARC may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The complaint procedures outlined herein apply to TARC and its sub-recipients (unless noted otherwise) for the investigation of external complaints of discrimination. The procedures do not preclude the responsible staff of any agency from attempting to informally and independently resolve complaints.

An example of the TARC Complaint Form can be found in (Appendix C). The Complaint Procedures and Complaint form are available on the TARC website [www.ridetarc.org](http://www.ridetarc.org). These documents are available in alternate formats and can be translated to other languages upon request. Request for these services can be submitted to the Office of Diversity and Inclusion.

## How to File a Complaint

1. A formal complaint must be filed within one-hundred eighty (180) days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, national origin), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints. A TARC Title VI complaint form can be found at the end of this document. TARC encourages individuals to submit Title VI complaints in writing using this form and mailing it to:

Transit Authority of River City  
Attn: Director of Diversity and Inclusion  
1000 W. Broadway  
Louisville, KY 40203

2. In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to TARC's Director of Diversity and Inclusion. Under these circumstances, the complainant will be interviewed, and the Director of Diversity and Inclusion will assist the complainant in completing a written statement.
3. When a complaint is received, the Director of Diversity and Inclusion will provide written acknowledgment to the Complainant, within ten (10) business days by registered mail.
4. If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided sixty (60) business days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.
5. Within fifteen (15) business days from receipt of a complete complaint, TARC will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the Executive Director of TARC or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
  - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
  - b. If the complaint is to be investigated, the notification shall state the grounds of the authority's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.



6. When TARC does not have sufficient jurisdiction, the director or his/her authorized designee will refer the complaint to the appropriate local, state, or federal agency holding such jurisdiction.
7. If the complaint has investigative merit, the Executive Director or his/her authorized designee will instruct the Director of Diversity and Inclusion to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the director within sixty (60) days from receipt of the complaint. The report will include a description of the incident, summaries of all persons interviewed, and a finding with recommendations and proposed resolution where appropriate. If the investigation is delayed for any reason, the Director of Diversity and Inclusion will notify the appropriate authorities, and an extension will be requested.
8. The Executive Director or his/her authorized designee will issue letters of finding to the Complainant and Respondent within ten (10) days from the completion of the investigation or ninety (90) days from receipt of the complaint or whichever is applicable.
9. If the Complainant is dissatisfied with TARC's resolution of the complaint, he/she has the right to file a complaint with:

Kentucky Commission on Human Rights  
332 W Broadway # 700  
Louisville, KY 40202  
<http://kchr.ky.gov/>

-or-

Federal Transit Administration  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

Complaints of discrimination may be submitted to FTA before, during, or after the complaint has been filed with TARC.

This procedure does not deprive the complaint from their right to file with:

- The U.S. Department of Transportation (US DOT) - [www.transportation.gov](http://www.transportation.gov)
- The U.S. Department of Justice (US DOJ) –

[www.justice.gov](http://www.justice.gov)

- The Federal Transit Administration (FTA) –  
[www.transit.dot.gov](http://www.transit.dot.gov)

DRAFT

## Complaint Log

During the reporting there have not been any Title VI lawsuits. Below is a list of all Title VI complaints filed during the reporting period.

<b>Date</b>	<b>Feedback Type</b>	<b>Feedback Subtype</b>	<b>Department</b>	<b>Complaint Status</b>
1/13/2020	Complaint	Title VI	D & I	Complaint closed
1/21/2020	Complaint	Title VI	D & I	Complaint closed
1/29/2020	Complaint	Title VI	D & I	Complaint closed
2/19/2020	Complaint	Title VI	D & I	Complaint closed
3/2/2020	Complaint	Title VI	D & I	Complaint closed
3/24/2020	Complaint	Title VI	D & I	Complaint closed
3/30/2020	Complaint	Title VI	D & I	Complaint closed
6/10/2020	Complaint	Title VI	D & I	Complaint closed
6/20/2020	Complaint	Title VI	D & I	Complaint closed
6/24/2020	Complaint	Title VI	D & I	Complaint closed
7/6/2020	Complaint	Title VI	D & I	Complaint closed
7/6/2020	Complaint	Title VI	D & I	Complaint closed
7/6/2020	Complaint	Title VI	D & I	Complaint closed
8/20/2020	Complaint	Title VI	D & I	Complaint closed
12/8/2020	Complaint	Title VI	D & I	Complaint closed
12/8/2020	Complaint	Title VI	D & I	Complaint closed
1/8/2021	Complaint	Title VI	D & I	Complaint closed
5/12/2021	Complaint	Title VI	MV	Complaint closed

8/23/2021	Complaint	Title VI	D & I	Complaint closed
9/30/2021	Complaint	Title VI	D & I	Complaint closed
10/15/2021	Complaint	Title VI	D & I	Complaint closed
12/29/2021	Complaint	Title VI	D & I	Complaint closed
3/9/2022	Complaint	Title VI	D & I	Complaint closed
3/21/2022	Complaint	Title VI	D & I	Complaint closed
3/21/2022	Complaint	Title VI	D & I	Complaint closed
3/21/2022	Complaint	Title VI	D & I	Complaint closed
4/5/2022	Complaint	Title VI	D & I	Complaint closed
5/19/2022	Complaint	Title VI	MV	Complaint closed
5/31/2022	Complaint	Title VI	D & I	Complaint closed
6/21/2022	Complaint	Title VI	D & I	Complaint closed
8/15/2022	Complaint	Title VI	D & I	Complaint closed

## Public Participation Plan

TARC's Office of Diversity and Inclusion collaborates with internal partners to uphold its longstanding commitment to be inclusive and proactively engage minority, low income, and limited English proficiency (LEP) populations within its three counties and two state service area.

TARC's Marketing and Communications Department supports the Title VI Program through community outreach (see appendix D), communication programs, and strategic marketing initiatives. Additionally, the Marketing and Communications Department has established vital relationships and interactions with public transit riders, advocacy organizations/agencies, government agencies, media outlets, and the general public.

More specifically, the Marketing and Communications Department is responsible for administering, creating, and fostering positive and meaningful relationships with the community and various levels of government that interface with or effect the development of programs. The Marketing and Communications Department is tasked with the following:

- Developing communications for passengers, implementing strategic and innovative marketing initiatives, and managing TARC's presence on social media channels, including:

Twitter: <https://twitter.com/ridetarc>

Facebook: <https://www.facebook.com/ridetarc>

LinkedIn:  
<https://www.linkedin.com/company/ridetarc>

Instagram: <https://www.instagram.com/ridetarc>

- Developing and cultivating ongoing relationships with all pertinent local, minority, and industry-wide media as a means to relay relevant information to stakeholders.

The Marketing and Communications Department puts forth a good faith effort to ensure compliance of TARC's Title VI responsibilities through the following efforts:

- Scheduling meetings at times and locations that are suitable and accessible for the minority and LEP community
- Working with community and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that will reach the

targeted populations in the community

- Conducting media outreach and secure advertising with news outlets that serve the targeted population

TARC's Customer Experience and Paratransit Departments are responsible for documenting, tracking, investigating, and answering responses to customer complaints and/or concerns. These departments are also responsible for the intake of customer feedback (comments, suggestions, commendations), investigating MyTARC fare disputes, reservations and scheduling of TARC3 (paratransit) trips, administering reduced-rate fares for seniors and individuals with disabilities.

The Paratransit division (TARC3) administers TARC3 eligibility through the evaluation process.

Any formal complaint received by the Customer Experience Department that may be Title VI related is immediately referred to the Office of Diversity and Inclusion for processing and investigation.

The TARC service area comprises of Jefferson County in Kentucky, and Floyd and Clark counties in Indiana. To ensure adequate public outreach in these counties, TARC has held public meetings at multiple locations within these areas, and is represented at various community events. TARC puts forth a good faith effort to hold meetings at locations that are on the transit line, as well as ensure the locations are ADA accessible.

TARC provides a level of transparency to the community through public engagement. TARC provides extensive outreach efforts during the decision-making process regarding any major fare, service, or policy change and invites community members—particularly those from minority, low-income, and LEP populations—to express their thoughts, opinions, and any concerns.

## **Goal**

The TARC outreach goal is for continued meaningful public involvement and participation in order to ensure that decisions impacting policies, fares, and service are an equitable reflection of the community's needs. In order to do achieve these goals TARC established the following strategies and objectives:

- Provide continuous opportunities for public engagement about TARC services including the identification of social, economic, and environmental impacts of proposed decisions
- Engage a variety of socio-economic, ethnic, and cultural perspectives, including minority, low-income, and LEP populations

- Partner with diverse representatives and community-based organizations, including elected officials, neighborhood organizations, faith-based groups, civic and business organizations, and others to help build awareness and encourage participation
- Provide materials and comment opportunities that meet the cultural and language preferences of individuals and communities
- Ensure that opportunities to participate are physically, geographically, linguistically, and culturally accessible
- Use a variety of communication tools, meeting formats and locations, community forums, surveys, social media, and other tactics to engage the public about any aspect of TARC
- To inform the community about proposals or developments, and to receive feedback
- Provide flexibility and change methods as needed
- Present information about issues and proposals so that the significance and potential impact is understood
- Clearly identify and communicate when, where, and how participants can have influence in the decision-making process
- Respond and incorporate appropriate public comments into decision-related documents and communicate the public input results to participants, other audiences, and the public

### **Communication Methods**

Communication is a key component of community engagement and outreach. TARC employs a variety of methods to engage with individuals and communities in order to meet and exceed established goals and objectives, such as attending and hosting community events, holding public meetings and board meetings that are open to the public, and facilitating advisory board meetings. TARC information can be conveyed to the public and received using various outreach platforms, including:

- TARC website: Allows the public to contact TARC at [www.ridetarc.org](http://www.ridetarc.org) by clicking on “CONTACT US”. The website can also be translated into different languages using the Google Translate feature, and is screen-reader compatible for individuals with visual impairments.
- TARC Facebook and Twitter profiles: Social Media is

beneficial for TARC as it offers continuous commentary and updates. TARC has more than 7,500 Facebook followers, 1,300 Instagram followers, 1,300 LinkedIn followers, and 4,300 Twitter followers.

- Email communication: TARC frequently communicates important updates to its 6,000+ TARC3 customers via email. Each week TARC distributes an email update to the Louisville Metro Council and stakeholders regarding its happenings and performance data.

TARC also maintains an extensive media list (see Appendix E) which is used as a method to distribute information, as well as solicit input. The list of media outlets also includes media whose primary audience are targeted (minorities, low-income, and LEP) populations.

In addition, TARC utilizes the following methods to inform the public:

- Interior and exterior bus advertisements
- Interior bus cards and Rider Alerts
- Bus shelter advertisements/notices
- Flyers at community-based organizations (CBO) and other locations and in languages other than English when needed or requested
- Print, electronic, and online advertising via media that reaches low-income and minority populations
- Interactive voice response (IVR) customer service phone line: Information in both English and Spanish including announcements about service and fare change proposals and how to provide input

TARC puts forth a good faith effort to respond to every comment and if possible in the same communication method the comment was received by TARC.

### **Public Engagement and Participation Process**

TARC has established a public engagement and participation process for major fare and service changes. This process allows for the continuous monitoring of the community's service needs and ridership, as well as input from the public when the agency is considering service changes.

When soliciting feedback, TARC utilizes multiple communication tools such as e-blast, news releases, website calendar, social media, and Rider Alerts sent via text and email. This information is conveyed clearly and describes the proposed changes in detail.



Included in the notices are the public meeting dates, times, and locations, as well as maps of the suggested changes.

All information distributed to the public as part of the public engagement and participation process extends the offer for a reasonable accommodation request for individuals with disabilities to receive information in an alternative format. Translators will be provided upon request for individuals with limited English proficiency (see Appendix F). TARC requests at least 48 hours' notice for reasonable accommodation and interpreter requests.

In addition to using census data to identify communities that may have limited English proficiency, TARC works with community-based organizations to identify the specific languages that are spoken by the community and within the TARC service area. When hosting public meetings in a geographic area with a significant LEP population, TARC will produce meeting notices in the identified language spoken in the area in order to offer a more inclusive environment and encourage community members to attend public meetings. Interpretation services, available upon request, are offered at no cost to the individual requesting the service. TARC interpreter services are provided by area organizations such as Catholic Charities and Kentucky Refugee Ministries (see Appendix H). As a best practice TARC provides at least one qualified interpreter at public meetings.

For individuals with hearing impairments, TARC utilizes the Center for Accessible Living to provide an American Sign Language (ASL) interpreter upon request, and at all board meetings and sub-committee meetings.

For individuals with low vision impairments, TARC seeks advice and materials from the Kentucky School for the Blind, and the American Printing House for the Blind.

TARC will hold a minimum of one public meeting regarding the proposal of major fare or service changes, and provide at least a two weeks' notice prior to the meetings. TARC puts forth a good faith effort to hold public meetings at locations that may be directly impacted by the proposed changes and hold meetings at various times to accommodate varying schedules. All public meetings are held in accessible locations.

TARC public meetings promote inclusivity by allowing the audience to offer written or oral comments regarding the proposed changes. In the event of a major route change proposal, TARC will provide surveys to the meeting attendees and utilize other communication methods. The surveys are tailored to obtain specific information about the potential impacts of the proposed route changes. In addition to informing and seeking information from the public regarding major fare and service changes TARC public meetings also allow for attendees to express their thoughts on other TARC related matters and make requests.

**Performance Measures**

TARC monitors and tracks participation, and adjusts communications tools to optimize methods, meeting formats, and other efforts to reach populations and encourage participation. TARC also looks for new ways to communicate and to gain input to improve public participation and provide service that is equitable

DRAFT

# Language Assistance Plan

## **Legal Basis for Language Assistance Requirements**

On August 11, 2000, President Clinton signed the “Improving Access to Services for Persons with Limited English Proficiency (LEP),” Executive Order 13166. The Executive Order 13166 is part of a Civil Rights directive requiring that Federal agencies and their sub-recipients (state agencies, local public agencies, and all programs and operations of the Federal governments) review their services, programs and activities in order to establish and implement a system to provide individuals with LEP equal and meaningful access to services, programs, and activities. The requirement of the system and implementation is not to create a burden for the agency.

On December 14<sup>th</sup>, 2005, the U.S. Department of Transportation (DOT) published a revision to guidance for their Federal financial aid recipients regarding the implementation of Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.” Detailed within the guidance the term Limited English Proficient is defined as “individuals who do not speak English as their primary language and who have limited ability to read, write, speak, or understand English.”

## **Compliance with LEP Requirements**

As stated in the Executive Order 13166, the meaningful access directive of Title VI, the Title VI regulations, and the four-factor analysis from the U. S. Department of Justice’s (DOJ) revision of the LEP Guidance 67 FR 117 (June 18, 2002), will apply to the programs, services and activities of Federal agencies, recipients and sub-recipients. Federal financial assistance is considered to be grants, cooperative agreements, training, and other assistance. All programs, services, and activities of entities that receive Federal financial aid (recipients and sub-recipients) include:

- State agencies
- Local agencies
- Private and nonprofit entities
- All programs and operations of the Federal government

TARC will make a good faith effort to provide language assistance in order to ensure equitable and meaningful access to LEP individuals through the development and implementation of a Language Assistance Plan (LAP).

## **Purpose of LAP**

As a recipient of Federal financial assistance from the Federal Transit Administration (FTA), TARC is required to take reasonable steps to ensure that LEP individuals are afforded equitable and meaningful access to their services, programs, and activities. TARC is committed to compliance with Title VI of the Civil Rights Act of 1964 and all of its associated regulations and directives, therefore in accordance with Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

(LEP), TARC has established this plan in order to afford individuals with LEP equitable and meaningful access to programs, services, and activities. The information detailed within this plan will explain the methods in which TARC will ensure language access does not become a barrier when serving the needs of individuals with LEP.

## **Implementing the Language Assistance Plan**

### **Determining the Need**

An individual with LEP is defined as a person who does not speak English as their primary language and has the limited ability to read, speak, write, or understand English.

In order to determine if written and/or oral communication must be translated and what languages they must be translated to a Four Factor Analysis will be conducted. The Four Factor Analysis considers the following:

1. The number or proportion of individuals with LEP served or encountered in the eligible service population
2. The frequency with which individuals with LEP come in contact with the program, activity, or service
3. The nature and importance of the program, activity, or service provided by the program
4. The resources available to the recipient and costs

In order to complete the Four Factor Analysis data from U.S. Census (American Community Survey)<sup>1</sup> was collected and analyzed. Individuals that identify themselves as speaking English less than “very well” are considered to be individuals with LEP based upon their limited ability to read, write, speak, or understand English. The data collected will identify individuals with LEP within The TARC service area.

TARC has an ongoing commitment to ensuring effective communication by developing and implementing policies and procedures for identifying and assessing the language needs of its applicants and customers with LEP.

### **Factor 1 – The Number or Portion of LEP Persons Served or Encountered in the Eligible TARC Service Area**

The total population for the Louisville/Jefferson County, KY-IN MSA is estimated to be over one million, a breakdown of the population by race/ethnicity is detailed in the following graph. The data indicates that 5.1% of the population is Hispanic or Latino(x)<sup>2</sup>.

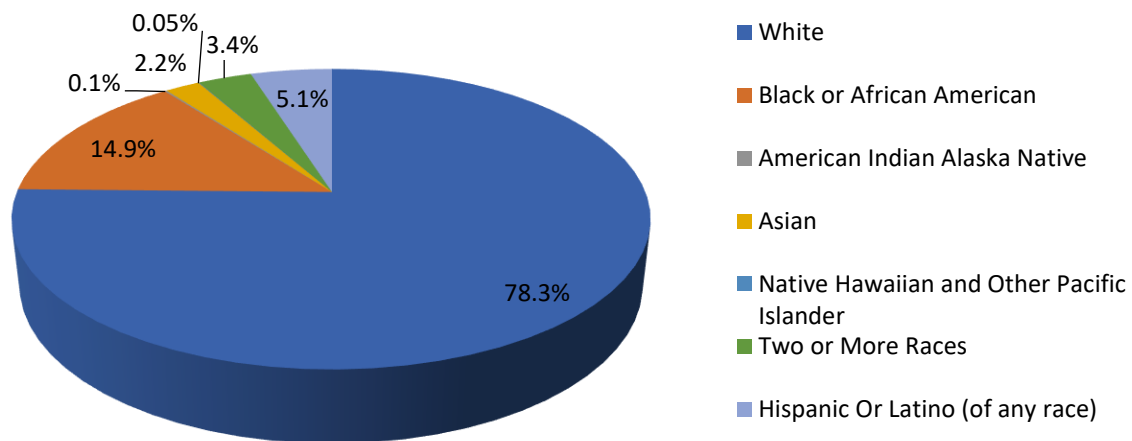
---

<sup>1</sup> The geographical area used was the Louisville/Jefferson County, KY-IN Metropolitan Statistical Area (MSA)

<sup>2</sup>2020 American Community Survey, Data Table: DP05

## 2020 American Community Survey Demographic Data

### Louisville/Jefferson County, KY-IN Metro Area Total Pop.



According to U.S. Census data approximately 3.7% of the Louisville/Jefferson County, KY-IN MSA population are Spanish speakers and of those about 43% “speak English less than very well.” Appendix G shows the LEP population within the TARC MSA service area. The data reveals that Spanish-speaking individuals comprise the largest population of individuals with LEP<sup>3</sup>; therefore, TARC will ensure that language assistance is available in all of its programs, activities, and services. Language assistance for other languages will be provided upon request.

The Safe Harbor Provision is a concept that U.S. DOT has adopted from the U.S. DOJ. The Safe Harbor Provision states “that if a recipient of Federal financial assistance provides written translation of vital documents<sup>4</sup> for each LEP language group that meets the threshold of 5% or 1,000 individuals or whichever is less of the total population of individuals eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations.”

With regard to the Safe Harbor Provision upon request TARC will provide written translations of its vital documents in the languages referenced in the following chart.

<sup>3</sup> American Community Survey 2019 Table B16001: Language Spoken At Home By Ability To Speak English For The Population 5 Years And Over - Universe: Population 5 years and over

<sup>4</sup> Vital documents include but are not limited to, written notices of rights, Title VI Complaint form, application forms, notices advising LEP individuals of free language assistance services, etc.

<b>Safe Harbor Provision</b>		
<b>Language</b>	<b>Total Population</b>	<b>Total Population “Speak English less than well”</b>
French	3,256	1,606
Vietnamese	1,817	920
Arabic	5,061	2,645
Russian	2,314	1,507
Chinese (incl. Mandarin, Cantonese)	2,126	952
Amharic, Somali, or other Afro-Asiatic languages	4,512	908
Swahili or other languages of Central, Eastern, and Southern Africa	1,566	974
Tagalog (incl. Filipino)	1,897	1,072
Nepali, Marathi, or other Indic languages	2,735	1,578

For Safe Harbor required translations TARC has utilized bilingual (English/Spanish) staff to translate materials that are crucial for accessing and using The TARC services and receiving transit benefits. Multiple documents have been identified as “vital” and through the years have been translated into regularly encountered languages. Some translated documents may be readily available while others are available upon request.

#### **Factor 2 – The Frequency with which LEP persons come into Contact with TARC**

The TARC website, [www.ridetarc.org](http://www.ridetarc.org) is a key resource for TARC riders. TARC tracks activity on the website, and found that from 2020 to present there were over 560,000 visits/views and of those views there over 450,000 new viewers. A page view is recorded every time a page is viewed.

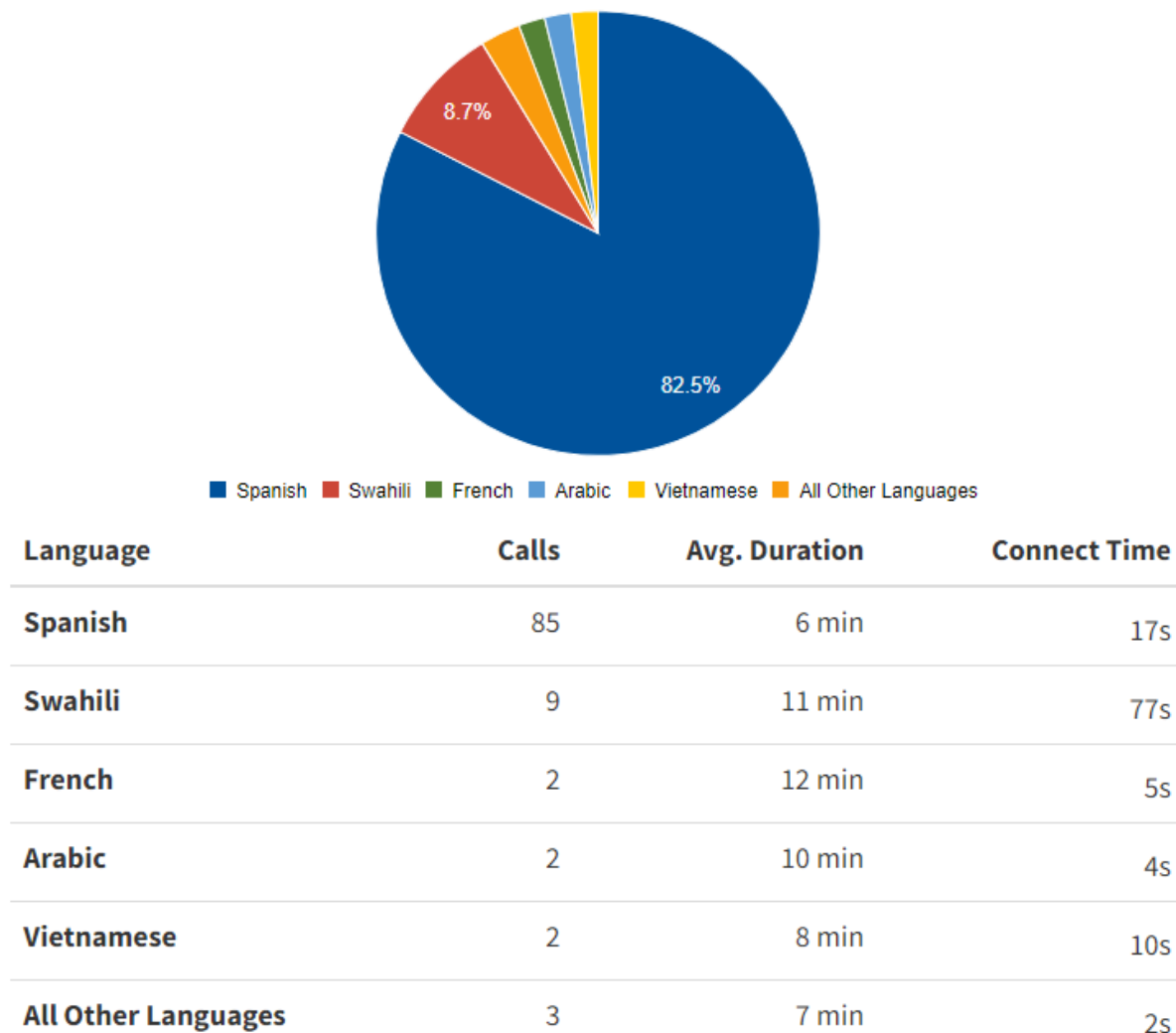
The chart below lists the language in which the website was viewed based on the viewer's device (cellphone, tablet, or other smart device) language setting. This information is based on data available from 2021 to present.

<b>Language</b>	<b>Views</b>
Spanish	1,255
Chinese	367
French	123
German	92
Japanese	77
Italian	69
Dutch	67
Thai	49
Other	66

The TARC Customer Service Call Center provides fixed route schedule information. The Call Center also documents, tracks, investigates, and reports on agency wide complaints, commendations and recommendations, and is the first step in fare dispute process.

TARC Customer Services uses an Interactive Voice Response (IVR) telephone system which consist of the Information IVR line. The Information line calls are routed to Customers Service Representatives (CSR) who addresses calls regarding The TARC Fixed Route service. The Information line has the ability to connect a Limited English Proficient (LEP) customer with a bilingual representative contracted through a third-party agency.

The graph and chart below show the languages in which interpretation services have been utilized since June 2022<sup>5</sup>.



Data for the phone lines was extracted from FY 2020 to the present and it was determined that the Information IVR line received approximately 121,400 calls.

To assess the frequency with which individuals with LEP come into contact with TARC a survey (see Appendix H) created by the Office of Diversity and Inclusion was given to Coach Operators, Customer Service Representative, and other employees who may have frequent contact with individuals who have LEP. Please note the survey was optional and given to employees who chose to participate.

<sup>5</sup> The third-party agency that provides interpretation services was implemented in June 2022.



Per the survey TARC employees were asked to “please indicate with an “x” in the table below the frequency of which you communicate with members of the public that are individuals with LEP. The languages below are the commonly spoken languages in the MSA and languages that could be readily identified by employees. African languages, Slavic, American Sign Language (ASL), Croatian were noted on some of the surveys under “other.”

Below is a summary of TARC employee’s responses to the survey.

<b>Language</b>	<b>Most Days</b>	<b>At Least Once a Week</b>	<b>At Least Once a Month</b>	<b>At Least Once a Year</b>	<b>Never</b>
Spanish	42%	34%	16%	4%	5%
Chinese	2%	10%	10%	14%	26%
Vietnamese	3%	9%	9%	11%	28%
French	8%	6%	5%	12%	32%
Arabic	13%	12%	12%	12%	20%
Other:	9%	7%	7%	7%	9%

### **Frequency of Contact with LEP Persons**

#### **Factor 3 – The Nature and Importance of the Program, Activity, or Service Provided by TARC to Individuals with LEP**

The U.S. Department of Transportation (DOT) published LEP Guidance stating that providing individuals with LEP with access to public transportation is vital and the denial or delay of access to services could potentially have serious or even life threatening impact on the individuals in the community with LEP. Furthermore, the inability of an individual with LEP to use public transportation efficiently could possibly have an adverse effect on the individual’s access to vital services such as healthcare, education, or employment.

TARC has sought input from organizations that offer services to individuals with LEP, more specifically organizations that work with immigrants. This collaborative effort has led to TARC being able to better assist individuals with LEP.

As referenced in the Participation Plan section of this plan as a best practice TARC utilizes language interpreters at public meetings to encourage public engagement from individuals with LEP in the community. TARC also provides critical information printed in other languages, such as Spanish.

TARC understands the value of its services and is dedicated to ensuring equitable language access.

#### **Factor 4 – The Resources Available to TARC for LEP Outreach and the Cost Associated with Outreach**

The TARC primary outreach resources are the TARC website and The TARC customer service phone line. Customers that visit the website have the option to translate the page using Google Translate. Google Translate will translate key information on the website.

Customers who contact TARC customer service via telephone have the option to speak to a Customer Service Representative (CSR) who can conference a third-party company in order to provide equitable customer service.

As stated TARC has a contract with a language line service in order to provide language assistance over the phone to individuals with LEP. Procedures have been developed and staff has been trained to offer this added convince to TARC customers with LEP.

As a part of The TARC efforts to strengthen its outreach efforts to individuals with LEP in the community. TARC provides trainings in which LEP is part of the subject matter. The training is geared towards TARC employees who are most likely to encounter individuals with LEP. During the training attendees will be made aware of The TARC Title VI Plan. The training will explain to employees their responsibilities for ensuring the requirements detailed within in this plan are met and exceeded.

The Office of Diversity and Inclusion has developed a language assistance tool to aid individuals with LEP; in particular immigrants who are new to the Louisville Metro area. The assistance tool is a travel card (see Appendix I) that allows for the individual with LEP write down the name of the stop(s) where they would like to get off of the bus. When the individual boards the bus they will show the Operator the card and point to the stop where they would like to get off. When the driver reaches the stop he will notify the individual. The cards will be distributed to Operators in the future so that they can provide to them to passengers with LEP.

At TARC public meetings translation and interpretation services are available upon request.

TARC has posted information that informs customers of their under rights Title VI, this information can be found in public facing areas and on all of TARC buses, see Appendix J for notice that can be found on the buses in the overhead interior card slots.

TARC will continue to enhance its efforts to provide equitable meaningful access to individuals with LEP by conducting audits of its language assistance practices through feedback from customers and TARC staff that are in frequent contact with individuals with LEP. If during the audit any aspects of the plan are found to be inadequate in providing meaningful access to TARC services, programs, and activities for individuals with LEP, the plan will be amended accordingly.

TARC is in constant pursuit to provide meaningful access to individuals with LEP, therefore collaboration with external and internal stakeholders is often required to ensure compliance. Comprehensive efforts in the areas of compliance, education, and outreach are a continuous process.

With regard to cost please note that the U.S. DOT recognizes that cost can pose a potential hardship for some agencies, as well as agencies using cost as a determining factor for not providing or minimizing the quality or type of language service even with adequate alternatives that are more cost effective. The U.S. DOT is aware that some recipients may declare that cost causes a financial burden as a means not to fulfil Title VI obligations, however the U.S. DOT does not view this as justification for eliminating cost as a factor in all cases when determining the necessary capacity of which reasonable assistance services are provided. TARC will consider various factors when assessing the cost for providing language assistance.

## Boards, Committees, and Councils

TARC affords all persons the opportunity to participate in and benefit from programs and services receiving Federal financial aid. TARC encourages minorities and members of the community to participate on boards, councils, and committees. TARC puts forth every effort to ensure nondiscriminatory transit transportation in support of our goals to provide a safe, secure, and reliable transit system that ensures the efficient mobility of people, thereby enhancing both the quality of life and the economic vitality of the communities TARC serves.

### TARC Board of Directors

The TARC Board of Directors are appointed by the Louisville Metro Mayor with the approval of the Metro Council. The TARC Board of Directors are responsible for managing, governing, and conducting the business activities and affairs of TARC. The TARC Board of Directors are also responsible for overall mass transit in the Louisville MSA.

TARC Board of Directors Total Members - 8	Caucasian/White	African American/Black	American Indian or Alaska Native	Hispanic or Latino – a,x	Asian	Native Hawaiian or Other Pacific Islander
Percentages	50%	50%	0	0	0	0

### TARC Accessibility Advisory Council (TAAC)

The TARC Accessibility Advisory Council (TAAC) is self-governed meaning they draft their own bylaws and require minimal involvement from TARC to operate. TARC's role with the TAAC is to help facilitate by providing meeting space, staff, and some administrative tasks. The individuals who comprise the committee come from various backgrounds and work for agencies that provide services to the communities in which they serve. TAAC serves in an advisory capacity and as a resource on accessible transportation for individuals with disabilities and/or the senior community.

Each committee is responsible for filling their own member vacancies this is done by publicizing the vacancy through internal means, informing the communities they serve of the vacancy via social media, announcements at community events, etc. TARC will assist by publicizing the vacancy using communication methods mentioned in the Participation Plan.

Individuals may apply for membership to be on the Accessibility Advisory Council by completing an application for membership, available from the TARC Paratransit Department and online on the TARC website (when applicable). This application shall be developed and updated as necessary through Council vote. The Council shall interview perspective members prior to election. Regular elections will be held in

December and Council membership terms shall start in January. Elections shall be according to the slots available under the required Council composition, per the TAAC bylaws.

TARC Accessibility Advisory Council (TAAC) Total Members - 9	Caucasian/White	African American/Black	American Indian or Alaska Native	Hispanic or Latino – a,x	Asian	Native Hawaiian or Other Pacific Islander
Percentages	85%	15%	0	0	0	0

## Sub-recipient Monitoring

TARC has been given the status of Designated Recipient by the Governors of Kentucky and Indiana. This designation allows TARC to administer FTA's Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program. The Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310 Program) provides funds for improving the mobility of the targeted populations (seniors and individuals with disabilities). More specifically, the program is authorized by the Federal Transit Administration (FTA) under Title 49 U.S.C. Section 5310, which states Section 5310 provides grant funding for recipients to use for capital and operating expenses in the following areas:

Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable

Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA) of 1990

Public transportation projects that improve access to fixed route service and decrease reliance on complementary paratransit

Alternatives to public transportation projects that assist seniors and individuals with disabilities with transportation (FTA Circular: Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions)

As a recipient of Federal financial assistance TARC is required to conduct Title VI reviews of its sub-recipients in order to effectively and efficiently monitor compliance with the nondiscrimination requirements of Title VI. The purpose of the Title VI Sub-recipient Monitoring Program is to promote compliance with Title VI of the Civil Rights Act of 1964; compliance is monitored through proactive oversight.

During fiscal year 2022 TARC had 12 sub-recipients which are identified below.

- Dreams with Wings
- Harbor House
- Jewish Community of Louisville
- Jewish Family & Career Services (JFCS)
- City of La Grange
- LifeSpan
- New Hope

- Tri-County Community Action Agency (TCCAA)
- Volunteers of America
- Wesley Manor
- Zoom Group

Each sub-recipient applied for 5310 funds and was subsequently awarded funding; however, the City of La Grange was awarded formula funds (Section 5307). In 2012, citing a Census Bureau determination that the City of La Grange was to be included in the Louisville Urbanized Area, the FTA approved La Grange's application to become a public provider of transit services. With that approval La Grange became a sub-recipient of FTA transit formula funds (section 5307) with TARC providing oversight as the primary recipient.

Per the Title VI regulations and 5310 regulations each sub-recipient is required to submit a Title VI plan. As a part of The TARC oversight responsibilities TARC assures that each of its sub-recipients are distributing their funding equitably. Prior to a sub-recipient receiving any FTA funds from TARC they must enter into a sub-recipient agreement with TARC (see Appendix K) stating and certifying adherence to compliance with Title VI and its nondiscrimination requirements. The execution of the interagency agreement or contract is a key component in ensuring compliance, as well as a means to effectively monitor compliance of the sub-recipient.

Per the Title VI regulations to ensure that each sub-recipient is in compliance TARC request a copy of the sub-recipient's Title VI Program Plan. If the sub-recipient does not have a Title VI Program Plan TARC has developed a Title VI Program Plan template (see Appendix L) in order to assist sub-recipients with developing their Title VI Plans. The template is to be a point of reference to aid sub-recipients with the Title VI review process and pinpoint key components that TARC highly recommends sub-recipients integrate in their Title VI Program Plan. If a sub-recipient chose to use the template provided by TARC as a foundation for their Title VI Program Plan by following the recommendations detailed within the template sub-recipients should note that the template does not ensure compliance with all aspects of Title VI, but rather is intended to improve the sub-recipient's potential to comply with the various components of Title VI and its nondiscrimination requirements.

As an added measure to ensure compliance TARC has developed a monitoring tool to aid with the compliance process. The Grants Department in tangent with the Office of Diversity and Inclusion in order to monitor and review sub-recipient compliance use a questionnaire (see Appendix M) in order to review and summarize sub-recipient's compliance. TARC will keep the questionnaire on file and make available upon request to FTA, for example, during the triennial review process.

In order to maintain and define a level of objectivity during the sub-recipient monitoring and review process TARC may at its discretion and considering the availability of funds, contract with a third-party consultant to conduct sub-recipient reviews.

Any and all sub-recipients of Federal funds for which TARC is the primary recipient are responsible for reporting Title VI complaints as outlined in Chapter IV of the FTA Circular 4702.1B. TARC asks that all sub-recipients notify The TARC Grants Department promptly if it receives a Title VI complaint; Grants will then forward the complaint to the Office of Diversity and inclusion.

TARC requests a copy of the sub-recipients Title VI Program Plan immediately following execution of a new sub-recipient agreement. An update of the Title VI Program Plan is requested every year thereafter, or as deemed necessary based upon information submitted in the sub-recipient's Title VI Program Plan.

TARC will collect Title VI assurances on an annual basis from each sub-recipient prior to passing through FTA funds.



## Service and Equity Analysis

In the event that TARC intends to acquire property for the purpose of constructing a new operations and/or maintenance facility per the FTA's Title VI regulations TARC will conduct an equity analysis during the planning phase with regard to the respective location of the project.

The purpose of the equity analysis is to ensure the location selected was not chosen due to any biases, such as race, color, or national origin. The equity analysis will compare the impacts of any alternative sites and evaluate the benefits and negative impacts. TARC will reach out to communities and persons who will potentially be impacted by the selected alternative site(s) for the new facility. The equity analysis will be conducted prior to the final selection of the intended site.

In the event that the project will result in disparate impact on the basis of race, color, or national per the results of the equity analysis TARC will consider relocation of the project if substantial justification is documented and there is not an alternative location that would have less or no disparate impact on the community. During this process TARC will document how each condition will potentially impact the compact the community.

It is The TARC policy to seek out sites for proposed projects where the pending project will not fundamentally change the condition or use of the existing location. When considering sites for potential projects TARC will seek out locations whose current state matches the fundamental needs of the potential project, for example if TARC is considering a new location for vehicle maintenance the ideal location will have the fundamental necessities which TARC will reuse and improve if necessary.

### **Title VI Fare Media Equity Analysis**

In December 2019 a Title VI Fare Media Equity Analysis was conducted in collaboration with Zed Digital for a new fare payment system for mobile ticketing capabilities, which enables customers to pay fares via the TARC's Mobility as a Service App (MaaS) on iOS and Android devices. TARC conducted a pilot for Mobile Ticketing from July 2019 through December 2019 timeframe. The agency seeks to begin a permanent implementation beginning January 13<sup>th</sup>, 2020. In accordance with Federal Transit Administration Circular 4702.1B, the Transit Authority of River City conducted a Title VI Fare Equity Analysis and Disparate Impact Analysis. See appendix N for the completed analysis.

## Major Service Change and Impact Policies

On May 20, 2013, TARC adopted the following major service change and impact policies.

### **Major Service Change Policy:**

A “major” service changes are those that change revenue service more than 25% on a route. In these cases, a service equity analysis will be performed and the results will be delivered to the TARC Board of Directors. The change requires approval by the Board of Directors.

TARC adopts the following for disparate impacts and disproportionate burden policies for major service and fare changes. The TARC ultimate goal is to avoid, eliminate, or minimize any disparate impacts or disproportionate burdens on Title VI populations. Any potential adverse effects of service or fare changes on minority or low-income passengers will be mitigated with proposed alternative measures.

The TARC Disparate Impact policy states disparate impact to be +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority populations.

### **Disproportionate Burden Policy:**

The TARC Disproportionate Burden policy states disproportionate burden to be +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income populations.

Each of these policies will be applied to system-wide demographics to individual routes and routes cumulatively.

In August of 2020 TARC implemented a service change which triggered a Title VI service equity analysis, see appendix O for the August 2020 Service Change Analysis.

In August of 2022 TARC introduced three new routes funded by the Federal Congestion Mitigation and Air Quality (CMAQ) grant, see appendix P for the CMAQ Routes service change analysis.

## System-wide Service Standards

TARC service standards aid in the continuous undertaking of providing clean, safe, reliable, and cost effective public transit service; which promotes the sustainable growth, development, and enhanced quality of life in the TARC service area. The TARC system-wide service standards and policies are documented in the agency's System-wide Services Standards and Policies document.

The subset of The TARC fixed route service standards and policies as documented in the FTA Circular 4702.1B are described below. The following sections outline system-wide service standards adopted by TARC in order to comply with 49 CFR Section 21.5(b) (2) and (7).

### Vehicle Load

The TARC vehicle load and on-time performance analysis include both minority and non-minority routes. The number of revenue miles within each census tract determines minority routes. A minority route has more than 33% of its revenue miles in minority tracts. The TARC minority routes and low-income routes are documented in Appendix Q. The Low-income table in Appendix Q identifies routes that run at least 1/3 of its total mileage in a census tract(s) with a percentage of the low-income population that is greater than the percentage of the minority population in the transit service area.

The Low-Income Tract table (see appendix R) identifies which census tract(s) have a percentage of minority populations greater than the percentage of low-income population in transit service area (15.21%).

The Minority Route table in Appendix S details which routes run at least 1/3 of its total mileage in a census tract(s) with a percentage of the minority population that is greater than the percentage of the minority population in the transit service area (33.62%).

In Appendix T the Minority Tract table shows which census tract(s) have a percentage of the minority population greater than the percentage of the minority population in the transit service area (33.62%)

The Minority and Low-Income Report (Appendix U) outlines the following:

- Minority Population within Metro Area – Illustrates the distribution of non-white population in Louisville's metro area. I THINK the metro service area is the complete census tract that any part of TARC's service area touches. I didn't run this analysis, so I cannot be 100% sure.
- Minority Population within TARC Service – Illustrates the distribution of non-white population in TARC's service area.
- Minority Tracts within TARC service Area – Illustrates which census tracts in TARC's service area have a minority

population above that of the entire service area.

- Low-Income Population within Metro Area – Illustrates the distribution of low-income population in Louisville's metro area. I THINK the metro service area is the complete census tract that any part of TARC's service area touches. I didn't run this analysis, so I cannot be 100% sure.
- Low-Income Population within TARC Service – Illustrates the distribution of low-income population in TARC's service area.
- Low-Income Tracts within TARC service Area – Illustrates which census tracts in TARC's service area have a low-income population above that of the entire service area.

TARC fulfills its service standard requirements by evaluating the following quantitative standards:

- Vehicle load
- On-time performance
- Distribution of Transit Amenities
- Service availability

The Transportation Department is a key department in the operation of The TARC public transit system, the Transportation Department oversees the daily transport of passengers on The TARC fixed route system.

Vehicle load is defined as the ratio of passengers on board a bus to the number of seats available. The average load for each local route should not exceed 110% of seated capacity at the maximum load point in the peak period. For circulator routes, the maximum load would be 33. For other 40 foot buses, the maximum load would be 54 for regular routes and 44 for express trips. Individual trips may exceed 135% of seated capacity. For express routes the average load should not exceed 100% seated capacity due to higher a rate of travel speed. The Average load for each local route should not exceed 110% of seated capacity at the maximum load point in the base period. Individual trips may exceed 135% of seated capacity, especially when operating near schools or places of employment.

### **Vehicle Headway**

Vehicle headway is defined as the interval of time between buses traveling in any given direction on a route. Maximum trunk headway of no more than 30 minutes for standard, local routes that operate into the central business district; headways on routes that do not operate into the central business district should have a maximum trunk headway

that is no greater than the time it takes to make a complete round trip. This includes peak, base, weekend, and holiday periods. These are monitored by a review of the headway report. The following factors are used to evaluate if headways need to be adjusted or established:

- Load factor
- Equipment allocation
- Passenger demand
- Route length
- Running time
- Passenger volume

It should be noted that running times may be adjusted for known traffic conditions, wherever economically practical and feasible within fiscal and contractual constraints. Also, consistent trip departure times will help to develop facilitate timed transfers and better passenger connection with other bus routes.

### On-Time Performance

On-Time Performance (OTP) is defined as buses departing scheduled time points no more than six minutes late and no more than one minute early. OTP can be affected by many factors such as loads, traffic, accidents, weather, road conditions, infrastructure work, vehicle failure, etc. The TARC on-time performance objective is 95% or greater. The TARC continuously monitors OTP and system results are published and posted as part of the monthly performance reports covering all aspects of operations. In the event of service not adhering to the OTP standards, TARC will determine the reason for the inconsistencies in service and will take appropriate action to remedy the issue. The remedy may include adjusting running times, changing the headways, etc.

With regard to service availability TARC will distribute transit service in order to offer effective service that provides transportation for 90% of the service area population through either a bus stop within  $\frac{3}{4}$  of a mile, or a park- and-ride facility within two miles. A  $\frac{3}{4}$  mile range was selected, because it is the distance as the determination for the ADA service area for TARC3 Paratransit service. The two mile range for a park-and-ride facility represents a maximum distance to drive or be dropped at for a transit origin point.

## Service Policies

### Distribution of Amenities

To ensure equity for minority, low income, and LEP populations with regard to the placement of transit amenities TARC takes into consideration multiple variables (see Appendix V). The Department of Planning works with contractors to place amenities such as the placement of shelter or a bench at qualifying stops.

TARC bus shelters are located along any route in any part of the service area, with special attention paid to the needs of persons with disabilities or older adults. Sidewalks, or other suitable pedestrian paths, should be located alongside all local transit routes. Boarding pads should be constructed at all stops.

Benches and/or shelters should be located at least every half mile along a route. The placement of benches and/or shelters should be included at every stop that has more than 100 boardings per day. Benches and/or shelters should be included at stops where customer needs warrant a seating area, primarily based upon boarding and alighting data. In 2021 the Planning Department conducted a system analysis of amenities. The Department will continue to monitor the amenities and update TARC's transit amenities database. As well as, continuously work on shelter replacement and amenity improvements based on available resources.

### **Distribution of Vehicles**

The TARC distribution of all vehicles is equitable throughout all of its operations starting at the divisional level between garages and during daily vehicle assignments. Title VI defines vehicle assignment as the process by which transit vehicles are placed into service on routes throughout the recipient's system. Vehicles shall be equitably distributed throughout The TARC service area.

TARC has a total fixed route fleet of 218 active buses. Bus assignment by route is a function of ridership levels (bus capacity), route characteristics and design issues (express buses, commuter buses, electric buses, and electric Zero buses). Staff randomly assigns vehicles to scheduled runs from the garages, with the exception that smaller vehicles are reserved for circulator routes or routes with lower ridership and electric buses are reserved for routes that have been designed to accommodate charging needs. Smaller buses and electric buses are typically not used on expressway trips.

A Vehicle Assignment Log is kept each day and is reviewed to ensure that vehicles are rotated through the runs. Every vehicle in The TARC fleet is wheelchair accessible and can hold two bicycles. Bus type assignments by route are created with the goal of providing equitable distribution of buses to meet Title VI goals.

- Lower capacity vehicles should be used on routes that have lower load factors that serve as feeder routes and do not have expressway routing.
- Higher capacity vehicles should be used on routes with higher load factors or that have expressway routing.

## TARC Feet Inventory

40' buses				
No. of Buses	% of Active Fleet	Manufacturer and Model	Year	Age (Years)
2	0.9%	Gillig Low-Floor 40'	2005	17
4	1.8%	Gillig Hybrid-Electric 40'	2007	15
6	2.8%	Gillig Low-Floor 40'	2008	14
3	1.4%	Gillig Hybrid-Electric 40'	2009	13
17	7.8%	Gillig Low-Floor 40'	2009	13
9	4.1%	Gillig Hybrid-Electric 40'	2010	12
16	7.3%	Gillig Low-Floor 40'	2013	9
11	5.0%	Gillig Hybrid-Electric 40'	2013	9
21	9.6%	Gillig Low-Floor 40' Commuter	2013	9
12	5.5%	Gillig Low-Floor 40'	2015	7
6	2.8%	Proterra Catalyst 40'	2016	6
25	11.5%	Gillig Low-Floor 40'	2016	6
1	0.5%	Gillig BAE Hybrid LF 40'	2016	6
10	4.6%	Gillig Low-Floor 40'	2019	3
8	3.7%	Gillig Low-Floor 40' Commuter	2019	3
15	6.9%	Gillig Low-Floor 40'	2021	1
2	0.9%	Gillig Low-Floor 40' Commuter	2021	1
26	11.9%	Gillig Low-Floor 40'	2021	1
35' buses				
9	4.1%	Proterra Electric 35'	2015	7
2	0.9%	Gillig Low-Floor 35'	2017	5
6	2.7%	Gillig Low-Floor 35'	2007	15
4	1.8%	Gillig Low-Floor 35'	2021	1
30' buses				
3	1.4%	Gillig Low-Floor 30'	2009	13
218				

# Appendices

DRAFT



Appendix A  
**Board Approval Resolution**

DRAFT

## Appendix B

### Title VI Notice to the Public



### Your Rights under Title VI of the Civil Rights Act

The Transit Authority of River City (TARC) operates its programs and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act of 1964. Individuals who need an interpreter or written documents, in a language other than English, can call TARC's Customer Service Office at: 502-585-1234 or contact TARC's Office of Diversity and Inclusion, 1000 W. Broadway Louisville, KY 40203.

For information on TARC's civil rights program and the procedure to file a complaint, contact 502-585-1234, 502-213-3240 (TTY) or visit TARC's headquarters at 1000 W. Broadway, Louisville, KY 40203. Complaints must be filed within 180 days of alleged incident. Individuals also have the right to file a complaint directly with the Federal Transit Administration at: Federal Transit Administration, Office of Civil Rights, Attn: Title VI Program Coordinator, East Building 5th floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590, 202-366-4000 (voice). Information is also available on the TARC website at: [www.ridetarc.org](http://www.ridetarc.org).

Office of Diversity and Inclusion 1000 W. Broadway • Louisville, KY 40203

TTY: 502-213-3240 • Email: [info@ridetarc.org](mailto:info@ridetarc.org)

Complaint forms can be obtained on TARC's website at [www.ridetarc.org](http://www.ridetarc.org)



## Sus Derechos bajo el Título VI de la Ley de Derechos Civiles

La Autoridad del Transporte de River City (TARC) provee sus programas y servicios sin tomar en consideración la raza, el color, o la nacionalidad de una persona; en acuerdo con el Título VI de la Ley de los Derechos Civiles de 1964. Las personas que necesiten un intérprete o documentos escritos en un idioma que no sea el inglés, pueden comunicarse con la oficina del Servicio de Atención al Cliente de TARC al: 502-585-1234 o con la Oficina Diversidad y Inclusión de TARC, 1000 W. Broadway Louisville, KY 40203.

Para obtener más información sobre los programas de derechos civiles de TARC y el procedimiento para presentar una queja, llame al 502-585-1234, 502-213-3240 (TTY), o puede visitar nuestra oficina localizada en: 1000 W. Broadway, Louisville, KY 40203. Usted tiene un periodo de 180 días después de haber ocurrido el incidente para presentar su queja. Las personas también cuentan con el derecho de presentar una queja directamente al Departamento de Transporte de los EEUU en: U.S. DOT, 1200 New Jersey Avenue, S.E., Washington, D.C., 20590, 202-366-4000 (voz). La información está disponible también en: [www.ridetarc.org](http://www.ridetarc.org).

**Oficina de Diversidad y Inclusión 1000 W. Broadway • Louisville, KY 40203**

**TTY: 502-213-3240 • Email: [info@ridetarc.org](mailto:info@ridetarc.org)**

**Los formularios de quejas se pueden obtener en TARC's website at  
[www.ridetarc.org](http://www.ridetarc.org)**

## Appendix C

### Title VI Complaint Form

**Instructions:** If you would like to file a Title VI complaint with the Transit Authority of River City (TARC), please fill out the form below and send it to:

TARC Office of Diversity and Inclusion  
1000 W. Broadway  
Louisville, KY, 40203

If you require assistance completing the form, or would like a full copy of TARC's Title VI policy and complaint procedures call 502-585-1234, or 502-213-3240 (TTY) or email [info@ridetarc.org](mailto:info@ridetarc.org).

1. Name (Complainant):														
2. Phone:	3. Home address (street no., city, state, zip):													
4. If applicable, name of person(s) who allegedly discriminated against you:														
5. Location and position of person(s) if known:		6. Date of incident:												
7. Discrimination because of: <table border="0"><tr><td><input type="checkbox"/> Race/Color</td><td><input type="checkbox"/> Sex (includes sexual harassment)</td><td><input type="checkbox"/> Disabled Veteran</td></tr><tr><td><input type="checkbox"/> National origin</td><td><input type="checkbox"/> Sexual orientation</td><td><input type="checkbox"/> Retaliation</td></tr><tr><td><input type="checkbox"/> Creed / religion</td><td><input type="checkbox"/> Age</td><td></td></tr><tr><td><input type="checkbox"/> Disability</td><td><input type="checkbox"/> Vietnam Era Veteran</td><td></td></tr></table> <p>TARC accepts complaints alleging discrimination on the basis of sex, religion, age, disability, and other protected classes; these are not covered by Title VI, but rather under other nondiscrimination authorities. Title VI of the Civil Rights Act of 1964 protects persons from discrimination based on race, color, and national origin.</p>			<input type="checkbox"/> Race/Color	<input type="checkbox"/> Sex (includes sexual harassment)	<input type="checkbox"/> Disabled Veteran	<input type="checkbox"/> National origin	<input type="checkbox"/> Sexual orientation	<input type="checkbox"/> Retaliation	<input type="checkbox"/> Creed / religion	<input type="checkbox"/> Age		<input type="checkbox"/> Disability	<input type="checkbox"/> Vietnam Era Veteran	
<input type="checkbox"/> Race/Color	<input type="checkbox"/> Sex (includes sexual harassment)	<input type="checkbox"/> Disabled Veteran												
<input type="checkbox"/> National origin	<input type="checkbox"/> Sexual orientation	<input type="checkbox"/> Retaliation												
<input type="checkbox"/> Creed / religion	<input type="checkbox"/> Age													
<input type="checkbox"/> Disability	<input type="checkbox"/> Vietnam Era Veteran													

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal agency ☐ Federal court ☐ State court  
☐ Local agency ☐ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone number:

Signature (Complainant):

Date of filing:

## Appendix D

### Public/Community Outreach

<b>2019</b>	<b>Public Outreach</b>	<b>Form</b>	<b>Estimate</b>
1/3/2019	MyTARC card (high schools)	TARC information	1000
2/1-2/28/2019	Rosa Parks honoring	education	1.12 M
5/1/2019	Design-a-Bus	Education	150
7/26/2019	ADA 29 <sup>th</sup> Anniversary (Union Station)	education	50
11/5/2019	Fare-free service to the polls	Community engagement	40,000

<b>2020</b>	<b>Public Outreach</b>	<b>Form</b>	<b>Estimate</b>
2/1-2/28/2020	Rosa Parks honoring	education	1.12 M
2/12/2020	D&I Panel	education	100
5/1/2020	Design-a-Bus	education	150
5/13/2020	Public Comment (route changes)	information	200
5/18/2020	Public Comment (route changes)	information	200
7/6/2020	Public Comment (Riverport Circulator)	Information	200
7/14/2020	Public Comment (Riverport Circulator)	information	200

<b>2021</b>	<b>Public Outreach</b>	<b>Form</b>	<b>Estimate</b>
2/1-2/28/2021	Rosa Parks honoring	education	1.12 M
3/2021	Code of Conduct interior cards placed on all buses (eight languages)	information	4.8M/yr.
5/1/2020	Design-a-Bus	education	150
6/2021	Louisville Defender (Juneteenth ad)	education	2000
7/2021	TARC3 letter sent to TARC3 user list	Information	8547
8/2021	Louisville Defender (Hiring ad)	Recruitment	2000

8/2021	TARC3 letter sent to TARC3 user list	Information	8547
9/2021	TARC3 letter sent to TARC3 user list	Information	8547
9/2021	TARC3 Virtual Town Hall	Education	50
10/2021 – 12/2021	All monthly Board and Sub-committee meetings attended by ASL interpreter	information	120
11/2021	TARC3 letter sent to TARC3 user list	Education	8547
11/2021	TARC3 Virtual Town Hall	Education	50

<b>2022</b>	<b>Public Outreach</b>	<b>Form</b>	<b>Estimate</b>
1/2022 – 12/2022	All monthly Board and Sub-committee meetings attended by ASL interpreter	TARC info / education	3792
2/25/2022	TARC3 Update letter from Executive Dir.	TARC3 info / education	8572
3/31/2022	Engell Elementary School	TARC Info	80
4/2/2022	Derby Festival Touring Parade	Public Relations	30 neighborhoods
4/12/2022	Westport Middle School	TARC Info	10
4/23/2022	Thunder Over Louisville	Service change	679,775
5/1/2022	KDF Pegasus Parade	Public Relations	50,000
05/1/2020	Design-a-Bus	education	3000
5/12/2022	St. Martha's Catholic School	Careers	120
5/26/2022	TARC3 Update letter from Executive Dir.	TARC3 info / education	8572
6/5/2022	CycLOUvia	MyTarc bus	150
6/11/2022	Ky Science Center Touch a Bus	Public Relations	250
6/14/2022	Galt House Employees Health Fair	Info & travel training	80
6/22/2022	June 2022 Service Changes (Comm Plan)	Service Changes / gen. public	679,775
7/2/2022	Riverview Independence Festival	Public Relations	30000



7/8-8/19/2022	CMAQ New Routes (jobs/access)	Service Changes / gen. public	679,775
7/28/2022	Angel House CDC Blue Lick	Education	45
7/30/2022	LIBA - Buy Local Fair	Public Relations	1250
8/4/2022	South Louisville Community Ministries	Long Range Plan Community input	15
8/8/2022	Center for Accessible Living	Long Range Plan Community input	7
8/8/2022	St. Matthew's branch of L'vill Public Library	Education	30
8/9/2022	Metropolitan Housing Corporation	Long Range Plan Community input	16
8/17/2022	The Healing Place	Long Range Plan Community input	12
8/17/2022	Shelby Park Neighborhood Assc.	Long Range Plan Community input	48
8/17/2022	TARC3 – MV Transp. Tour (Metro Council)	TARC3 info / education	10
8/21/2022	University of Louisville Orientation	Education	540
8/23/2022	Dare to Care Food Bank	Long Range Plan Community input	15
8/23/2022	Old Louisville Neighborhood Council	Long Range Plan Community input	30
8/24/2022	Young Professionals Assc. Of Louisville	Long Range Plan Community input	30
8/25/2022	TARC3 Update letter from Executive Dir.	TARC3 info / education	8572
8/26/2022	LRP Veteran's Administration	Long Range Plan Community input	22
8/26/2022	UofL Health	Long Range Plan Community input	12

9/1/2022	River Ridge Development Authority	Long Range Plan Community input	
9/2/22	West Louisville Sports Assoc.	Education	
9/5/22	Mayor's Hike Bike and Paddle	Public Relations	
9/6/2022	Taylor Berry Neighborhood Assoc.	Long Range Plan Community input	
9/7/22	Honor Flight Bluegrass	Public Relations	
9/7/22	JCTC	Long Range Plan Community input	
9/15/22	TARC Mobility Summit	Long Range Plan Community input	
9/17/2022	Louisville Pride Festival	Public Relations	
9/20/2022	Sperohealth	Education	
9/22/2022	Louisville Metro Government	Education	

9/24/2022	Serving Our Sisters	Public Relations	
9/24/2022	Village of Park DuValle	Education	
9/28/2022	Highland Commerce Guild & Neighborhood Assoc.	Long Range Plan Community input	

10/20/2022	UofL ELSB Mutual Aid Fair	Education	
------------	---------------------------	-----------	--

DRAFT

## Appendix E

### TARC Media List

<b>Media Outlet</b>	<b>Media Type</b>
84 WHAS	TV
Al Dia en America	Print
Courier-Journal	Print
El Kentubano	Print
LEO Weekly	Print
Louisville Business First	Print
Louisville Defender	Print
Louisville Downtown Partnership	Other
Louisville Magazine	Print
News & Tribune	Print
News Radio WHAS 840	Radio
Poder Spanish Radio	Radio
Spectrum	TV
The Courier-Journal	Print
The Evening News and Tribune	Print
The Horizon (Indiana University Southeast)	Print
The Lane Report	Print
The Louisville Cardinal (University of Louisville)	Print
Today's Woman	Print
WAVE	TV
WDRB	TV
WFPL	TV
WFPL	TV
WHAS	TV
WLKY	TV
WLOU Radio	Radio

## Appendix F

### Translated Documents from Public Meeting



Making moves today for better transit tomorrow  
2040 Long Range Transportation Plan

### Visión general del plan de transporte a largo plazo de TARC *Tomorrow 2040*

#### ¿Qué?

Actualmente la Autoridad de Tránsito de River City, o TARC (por sus siglas en inglés), está trabajando en *TARC Tomorrow*, el plan de transporte a largo plazo actualizado de la agencia. *TARC Tomorrow* pretende trazar el camino de la agencia hacia el futuro, mediante el cual identifica proyectos, programas e iniciativas para una mejor satisfacción de las necesidades de movilidad y acceso de la comunidad de Louisville durante los próximos 10 años y más adelante.

#### ¿Por qué?

El proyecto *TARC Tomorrow* proporcionará a la agencia una dirección y un enfoque hacia el futuro:

- Comprender mejor qué papel desempeña el TARC en la comunidad
- Conseguir apoyo para el plan y la agencia
- Posicionamiento de la agencia para el crecimiento
- Desarrollar un plan de acción orientado y ejecutable.

A través de un sólido proceso de planeación y con la creación de una plataforma desde la cual la agencia pueda implementar el plan, *TARC Tomorrow* servirá como una base en la que TARC pueda construir un mejor sistema de tránsito para servir a la población de Louisville.

#### ¿Cómo?

*TARC Tomorrow* se basa en la combinación de participación de la comunidad, que se ha logrado a través de un Comité Directivo del proyecto y un Comité de Asesoría Ciudadana, así como en un amplio e inclusivo esfuerzo de divulgación pública. Además de las aportaciones del personal de la agencia y de la comunidad, el plan también se basa en la investigación y en las mejores prácticas nacionales, entre las que se incluyen: un amplio análisis de las innovaciones emergentes en materia de movilidad y transporte público, el desarrollo de mano de obra, fondos y financiación, cuestiones de sustentabilidad y equidad, así como una interfaz entre el transporte público y el entorno en el que opera (incluyendo el uso del suelo, patrones de desarrollo, conexiones multimodales, infraestructura para peatones y ciclistas, etc.). El plan sintetizará todas estas aportaciones para identificar un conjunto prioritario de proyectos, programas e iniciativas que impulsarán el avance de TARC durante el próximo período de 10 años.

#### ¿Quiénes?

El equipo de planeación de TARC dirigido por Aida Copic, con el apoyo de HDR como consultor del proyecto, es responsable del desarrollo de *TARC Tomorrow*. El plan será producto del personal de TARC, agencias asociadas, Comité Directivo del proyecto y el Comité de Asesoría Ciudadana y la comunidad en general. Se espera que el consejo de administración de TARC adopte dicho plan como acción formal para avanzar hacia su implementación.

#### ¿Cuándo?

El desarrollo de *TARC Tomorrow* comenzó a mediados de 2021 y se destacará con un evento público de la Cumbre de la Movilidad en junio de 2022. El plan se espera que esté terminado a finales del verano de 2022.

## TARC Tomorrow 2040 远景交通规划概述

### 规划内容

目前，河城交通管理局 (TARC) 正升级制定远景交通规划 TARC Tomorrow。规划旨在勾勒 TARC 的前行之路，通过确立项目、计划与举措，充分满足路易维尔社区未来十年及远期的交通出行需求。

### 意图宗旨

TARC Tomorrow 将通过下列方式为 TARC 明确未来走向和重点：

- 深入理解 TARC 在社区中扮演的角色
- 为规划和 TARC 机构博取支持
- 定位 TARC 的未来增长方向
- 制定以行动为导向、切实可行的规划。

依托稳健有力的规划程序，以及创建承托 TARC 规划实施的平台，TARC Tomorrow 将打下坚实基础，支撑 TARC 建设更优越的交通体系，服务路易维尔广大民众。

### 实施方式

TARC Tomorrow 规划立足于社区参与，仰仗的是项目指导委员会和公民咨询委员会的大力支持，加之全面透彻的公众宣传。规划是对 TARC 人员和社区意见的补充，也脱胎于深入调研和国家典范经验，包括广泛分析新兴出行与公共交通创新成果；劳动力开发；筹募融资；可持续发展与公平问题，以及公共交通与其运营环境之间的衔接点（包括土地利用、开发模式、多式联运、行人和自行车基础设施等）。规划将综合多方意见，为 TARC 确立一整套优先项目、计划与举措，以备未来十年着力推进。

### 参与人员

TARC 规划团队在 Aida Copic 的带领和项目顾问 HDR 的支持下，负责制定 TARC Tomorrow 规划。该规划将是 TARC 人员、伙伴机构、项目指导委员会和公民咨询委员会乃至整个社区凝聚智慧的产物，TARC 董事会将采纳规划，作为推动规划落实的正式行动。

### 日程安排

TARC Tomorrow 规划于 2021 年中期启动制定，将在 2022 年 6 月举办的“出行峰会”公开活动中重点展示，预计将于 2022 年夏末完成。

## Aperçu du plan de transport à long terme TARC Tomorrow 2040

### Qu'en est-il?

Le Transit Authority of River City, ou TARC, élabore actuellement TARC Tomorrow (Demain), le plan de transport à long terme actualisé de l'agence. TARC Tomorrow vise à tracer la voie à suivre par l'agence en identifiant les projets, programmes et initiatives qui permettront de mieux répondre aux besoins de mobilité et d'accès de la communauté de Louisville au cours des dix prochaines années et au-delà.

### Pourquoi?

TARC Tomorrow fournira à l'agence une direction et une orientation pour l'avenir en :

- Mieux comprendre le rôle du TARC dans la communauté
- Renforcer le soutien au plan et à l'agence
- Positionner l'agence pour une croissance
- Élaboration d'un plan réalisable orienté vers l'action.

Grâce à un processus de planification solide et à la création d'une plateforme à partir de laquelle l'agence peut mettre en œuvre le plan, TARC Tomorrow servira de fondation à partir de laquelle TARC pourra construire un meilleur système de transport en commun pour servir les citoyens de Louisville.

### Comment?

TARC Tomorrow repose sur une combinaison d'engagement communautaire rendu possible grâce à un comité de pilotage du projet et à un comité consultatif de citoyens, ainsi qu'à un effort de sensibilisation étendu et inclusif du public. En plus de l'apport du personnel de l'agence et de la communauté, le plan est également façonné par la recherche et les meilleures pratiques nationales, y compris une analyse approfondie des innovations émergentes en matière de mobilité et de transport en commun, du développement de la main-d'œuvre, du financement, des questions de durabilité et d'équité, et de l'interface entre le transport en commun et l'environnement dans lequel il fonctionne (y compris l'utilisation des sols, les modèles de développement, les connexions multimodales, les infrastructures pour piétons et cyclistes, etc.). Le plan synthétisera ces données afin d'identifier un ensemble de projets, de programmes et d'initiatives prioritaires pour le TARC au cours des 10 prochaines années.

### Qui?

L'équipe de planification du TARC, dirigée par Aida Copic, est chargée de développer TARC Tomorrow, avec le soutien de HDR, le consultant du projet. Le plan sera le fruit du personnel du TARC, d'organismes partenaires, du comité de pilotage du projet et du comité consultatif des citoyens, ainsi que de la communauté dans son ensemble, et le conseil d'administration du TARC devrait adopter le plan comme mesure officielle pour le faire progresser vers sa mise en œuvre.

### Quand?

Le développement de TARC Tomorrow a commencé à la mi-2021, sera mis en évidence par un événement public du Sommet sur la mobilité en juin 2022 et devrait être terminé d'ici la fin de l'été 2022. |



## Encuesta sobre el plan a largo plazo 2022-2037



Experiencia del usuario



Movilidad & innovación



Servicio & expansión



Sostenibilidad financiera y crecimiento de financiación



Colaboración



Equidad & entorno

1. De las seis "Grandes Ideas" identificadas en el plan a largo plazo de TARC Tomorrow, ¿cuál es la más importante?

- ☐ Experiencia del usuario—Construcción de un sistema más confiable, equitativo y útil
- ☐ Movilidad e innovación—Adopción de tecnologías innovadoras para aportar nuevos niveles de comodidad y calidad
- ☐ Servicio y expansión —Aumentar el servicio en las rutas existentes y añadir nuevos servicios para mejorar el acceso
- ☐ Sostenibilidad financiera y crecimiento—Posicionamiento de TARC para incorporar recursos que satisfagan las demandas de crecimiento y mejora
- ☐ Equidad y entorno—Proteger a las personas y al medio ambiente mediante la comprensión, compromiso y acción
- ☐ Colaboración—Crear alianzas con organizaciones que puedan ayudar a TARC a lograr un mejor sistema

2. ¿Si TARC se centra en estas "Grandes Ideas", ¿considera usted que la agencia logrará satisfacer las necesidades de la comunidad en el futuro??

- ☐ No, no lo logrará
- ☐ Tendrá un logro poco significativo
- ☐ Tendrá un logro moderado
- ☐ Sí, lo logrará totalmente

3. ¿Cuáles otras ideas o grandes proyectos de tránsito debería TARC considerar a medida que la organización se prepara para el futuro?

4. ¿Con qué frecuencia utiliza usted el servicio de ruta fija de TARC?

- ☐ Con frecuencia (5 veces por semana)
- ☐ Ocasionalmente (de 1 a 3 veces por semana)
- ☐ Poca frecuencia (1 vez por mes)
- ☐ Nunca utilizo TARC

5. ¿Utiliza usted el servicio TARC3?

- ☐ Sí
- ☐ No

6. ¿Algún familiar de usted utiliza los servicios de TARC3?

- ☐ Sí
- ☐ No

7. ¿En qué código postal reside?





## Información opcional

### Género

☐ Masculino ☐ Femenino ☐ No binario ☐ Transgénero ☐ Otro

### Raza

- ☐ Indio americano o nativo de Alaska  
☐ Asiático  
☐ Negro/Afroamericano  
☐ Nativo de Hawái u otra isla del Pacífico  
☐ Blanco  
☐ Biracial

### Etnia

¿Es usted hispano(a) o latino(a)? ☐ Sí ☐ No

Si desea recibir noticias y actualizaciones sobre TARC, proporcione su información de contacto

Nombre: \_\_\_\_\_

Medio de comunicación preferido:

☐ Texto: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

☐ Correo electrónico: \_\_\_\_\_

---

Si desea ver un video de la presentación de TARC Tomorrow o enviar sus comentarios en línea, puede escanear el código QR a continuación o visitar [www.ridetarc.org/tarctomorrow](http://www.ridetarc.org/tarctomorrow).

También puede enviarnos sus comentarios por correo electrónico a [publiccomment@ridetarc.org](mailto:publiccomment@ridetarc.org) o llámenos al **502-585-1234** y comente al personal de servicio de atención al cliente que desea compartir su opinión sobre el plan a largo plazo de *TARC Tomorrow*.

**Gracias por sus comentarios y por ser parte fundamental del futuro de TARC.**





## 2022-2037远景规划调研



乘客体验



出行与创新



服务与拓展



财政稳定与增长



协作



公平与环境

1. 在TARC Tomorrow远景规划确立的六项“大构想”中，哪一项对您最重要？

- ☐ 乘客体验 — 建立更可靠、公平且有益的体系
- ☐ 出行与创新 — 采用创新科技，把便捷与品质提升到新高度
- ☐ 服务与拓展 — 完善现有线路服务，增设服务以改善通行
- ☐ 财政稳定与增长 — 调整TARC定位，投入资源，满足增长和改良需求
- ☐ 公平与环境 — 理解、参与并行动起来，为保卫人类和环境出力
- ☐ 协作 — 建立伙伴联盟，在助力下改进TARC体系

2. 如果TARC集中力量实施这些“大构想”，您认为它能成功满足社区的未来需求吗？

- ☐ 否，完全不会成功
- ☐ 还算成功
- ☐ 比较成功
- ☐ 是，完全成功

3. 在备战未来时，TARC还应考虑其他哪些构想或大型交通项目？

4. 您多久乘坐一次TARC的固定线路车次？

- ☐ 频繁（每周5次）
- ☐ 经常（每周1至3次）
- ☐ 偶尔（每月1次）
- ☐ 我从未乘坐过TARC车次

5. 您是否享用TARC3服务？

- ☐ 是
- ☐ 否

6. 您的家庭成员是否享用TARC3服务？

- ☐ 是
- ☐ 否

7. 您住地的邮政编码是多少？



## 选填信息

性别

☐ 男 ☐ 女 ☐ 非二元 ☐ 跨性别 ☐ 其他

人种

☐ 美国印第安人或阿拉斯加原住民

☐ 亚裔

☐ 黑人/非裔美国人

☐ 夏威夷原住民或其他太平洋岛民

☐ 白人

☐ 混血

族裔

您是西班牙裔或拉丁裔吗？ ☐ 是 ☐ 否

若愿接收TARC的消息资讯，请提供相应的联络方式

姓名： \_\_\_\_\_

首选通讯方式：

☐ 短信： \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

☐ 电子邮件： \_\_\_\_\_

观看TARC Tomorrow介绍视频或在线提交意见，敬请扫描下方二维码或访问

[www.ridetarc.org/tarctomorrow](http://www.ridetarc.org/tarctomorrow)。

亦可发送邮件至[publiccomment@ridetarc.org](mailto:publiccomment@ridetarc.org)，或者致电**502-585-1234**提交意见，届时请告知客服专员您希望就TARC Tomorrow远景规划发表意见。

衷心感谢您予以反馈并助力TARC建设未来。





# Plan à long terme 2022-2037

## Sondage



Expérience de l'utilisateur



Mobilité & Innovation



Service & Expansion



Viabilité financière &  
Croissance du financement



Collaboration



Équité & Environnement

1. Parmi les six "grandes idées" identifiées dans le plan à long terme TARC Tomorrow, quelle est la plus importante pour vous ?

- ☐ Expérience de l'utilisateur - Construire un système plus fiable, équitable et utile
- ☐ Mobilité et innovation - Adopter des technologies innovatrices pour offrir de nouveaux niveaux de confort et de qualité
- ☐ Extension du service - Accroître le service sur les lignes existantes et ajout de nouveaux services pour améliorer l'accès
- ☐ Stabilité financière et croissance - Positionnement du TARC pour ajouter des ressources afin de répondre aux demandes de croissance et d'amélioration
- ☐ Équité et environnement - Agir en faveur des personnes et de l'environnement par la compréhension, l'engagement et l'action
- ☐ Collaboration - établir des alliances avec des organisations qui peuvent aider le TARC à mettre en place un meilleur système

2. Si le TARC se concentre sur ces "Grandes Idées", pensez-vous que l'agence réussira à répondre aux besoins de la communauté à l'avenir ?

- ☐ Non, pas du tout réussi
- ☐ Un peu de succès
- ☐ Succès modéré
- ☐ Oui, complètement réussi

3. Quelles sont les autres idées ou les grands projets de transport en commun que le TARC devrait envisager alors que l'organisation se prépare pour l'avenir ?

4. À quelle fréquence utilisez-vous le service de ligne fixe du TARC ?

- ☐ Fréquemment (5 fois par semaine) ☐ Parfois (1 à 3 fois par semaine) ☐ Rarement (1 fois par mois) ☐ Jamais de TARC

5. Utilisez-vous le service TARC3 ?

- ☐ Oui  
☐ Non

6. Un membre de votre famille utilise-t-il les services de TARC3 ?

- ☐ Oui  
☐ Non

7. Dans quel code postal résidez-vous ?



## Information facultatives

### Genre

☐ Mâle ☐ Femelle ☐ Non-Binaire ☐ Transgenre ☐ Autre

### Race

- ☐ Indien d'Amérique ou autochtone d'Alaska  
☐ Asiatique  
☐ Noirs/Africains américains  
☐ Hawaïen de souche ou autre insulaire du Pacifique  
☐ Blanc  
☐ Biracial

### Ethnicité

Êtes-vous hispanique ou latinophone ? ☐ Oui ☐ Non

Si vous souhaitez recevoir des nouvelles et des mises à jour du TARC, veuillez fournir les informations de contact appropriées

Nom: \_\_\_\_\_

Moyens de communication préférés :

☐ Texte: \_\_\_\_\_-\_\_\_\_\_

☐ Courriel (Email): \_\_\_\_\_

---

Si vous souhaitez voir un vidéo de la présentation de TARC Tomorrow, ou soumettre vos commentaires en ligne, vous pouvez balayer le code QR ci-dessous ou visiter [www.ridetarc.org/tarctomorrow](http://www.ridetarc.org/tarctomorrow).

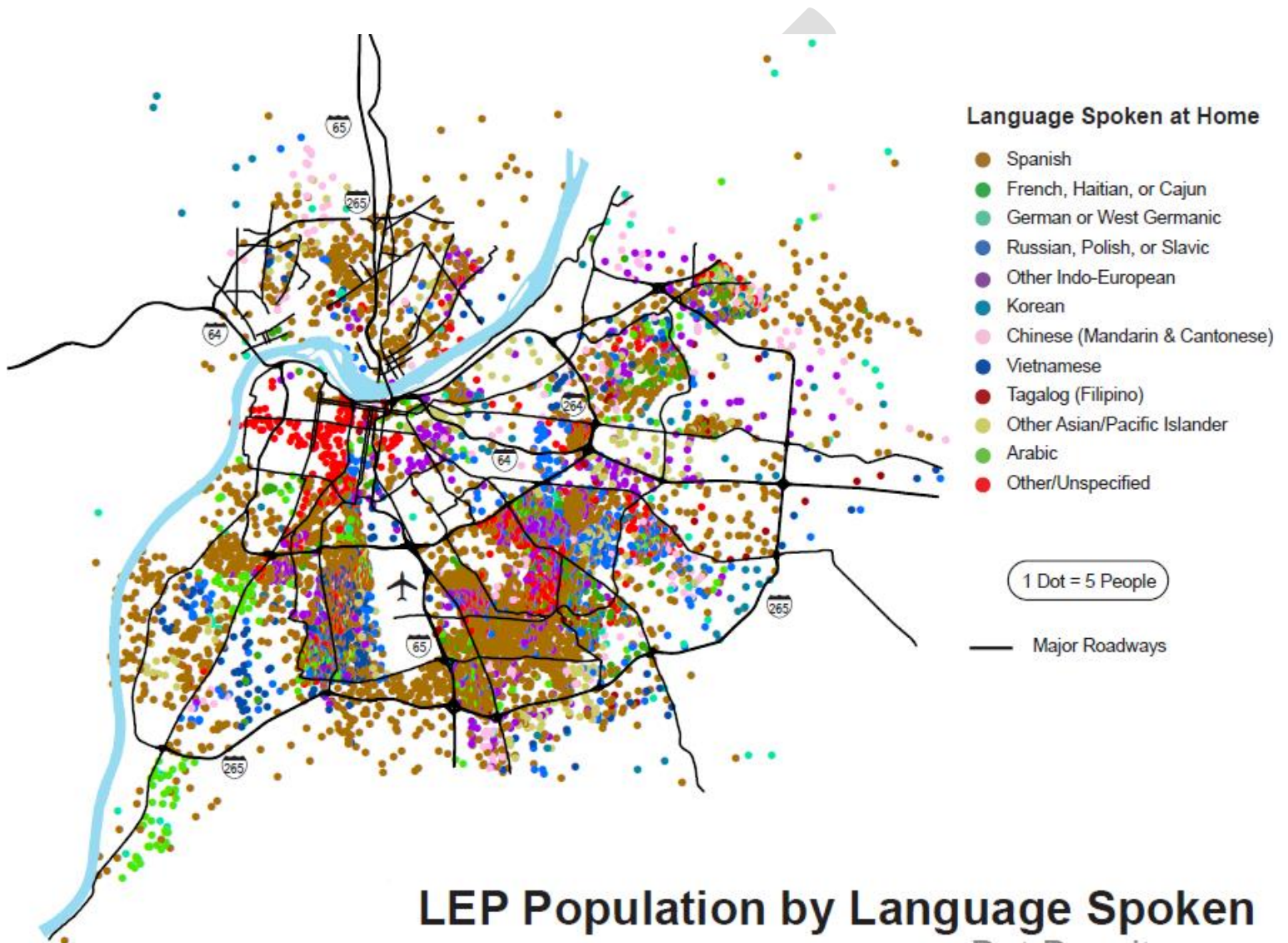
Vous pouvez également soumettre vos commentaires par courriel à [publiccomment@ridetarc.org](mailto:publiccomment@ridetarc.org) or appelez au **502-585-1234** et dites au représentant du service à la clientèle que vous souhaitez participer au plan à long terme TARC Tomorrow.

**Nous vous remercions de vos commentaires et de votre participation importante au développement du TARC**



## Appendix G

### LEP Population within TARC Service Area



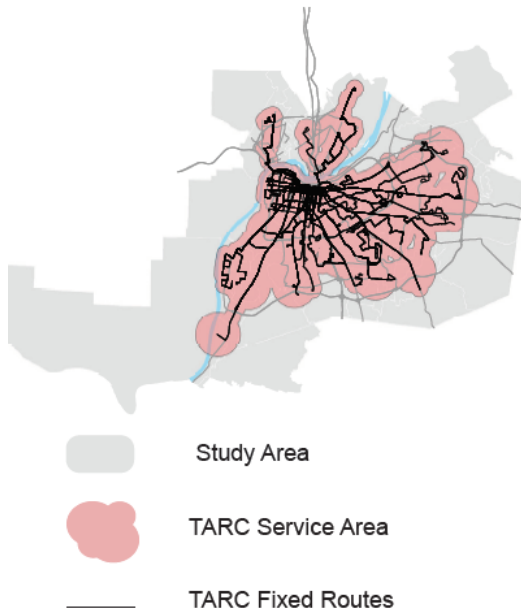
\*The L.E.P. (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well". The numbers above group these populations by language spoken at home.



## L.E.P Study Area & Languages Spoken

The study area for this L.E.P report includes US census tracts within or just outside the TARC Service Area\*. 2015-2019 ACS 5-year estimates reflecting languages spoken at home and level of English proficiency by census tracts have been aggregated to represent the diversity of languages spoken in the study area shown in the tables below. The maps to follow take a look at the concentration of those L.E.P populations throughout the study area.

Study Area Total Population = 861,834

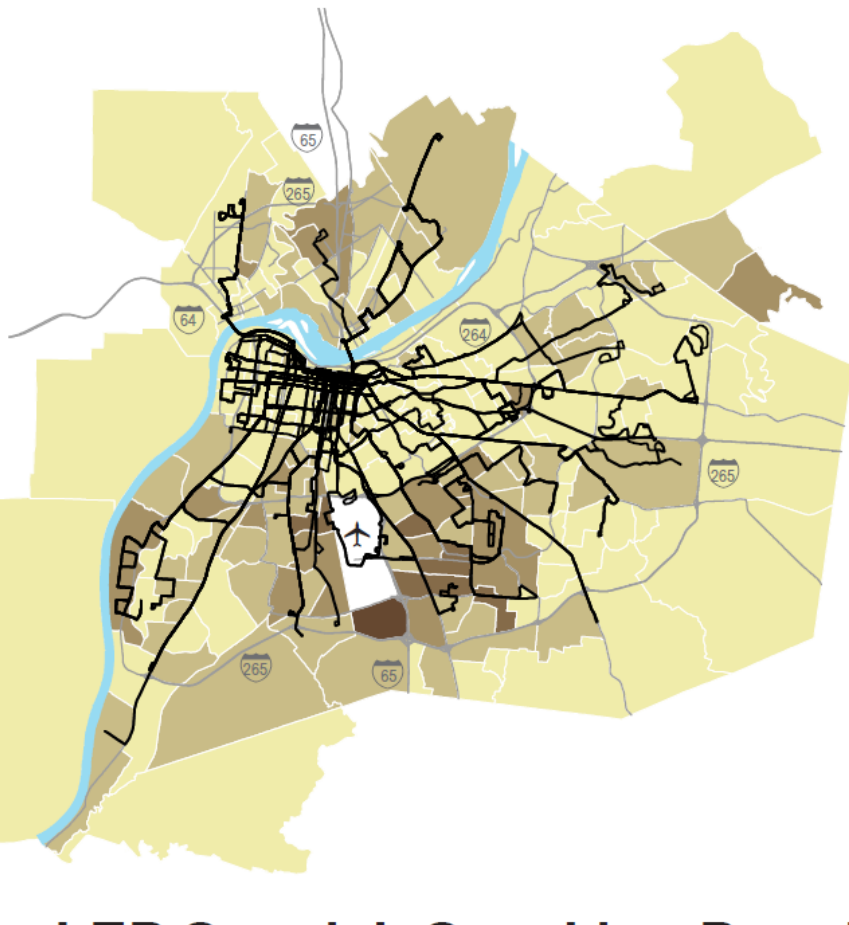
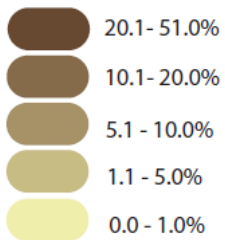


\*The TARC Service Area is made up of 3/4 mile buffers around each regular TARC stop and 2 mile buffers around each Park & Ride stop.

Languages Spoken within Study Area		
Language Spoken at Home	Speakers	Percent of Total Population
English Only	785,446	91.14%
Spanish	34,894	4.05%
Other Indo-European Languages	8,517	0.99%
Other Unspecified Languages	7,306	0.85%
Other Asian or Pacific Island Languages	5,480	0.64%
Russian, Polish, or other Slavic Languages	4,907	0.57%
Arabic	3,040	0.35%
French, Haitian, or Cajun	2,791	0.32%
Vietnamese	2,769	0.32%
Chinese (Mandarin or Cantonese)	2,240	0.26%
German or other West German Languages	2,033	0.24%
Tagalog (includes Filipino)	1,260	0.15%
Korean	1,151	0.13%

L.E.P Population within Study Area		
Language Spoken at Home	Speakers	Percent of Total Population
Spanish	17,649	2.05%
Other Unspecified Languages	3,527	0.41%
Other Indo-European Languages	3,183	0.37%
Russian, Polish, or Other Slavic Languages	2,215	0.26%
Other Asian or Pacific Island Languages	1,715	0.20%
Vietnamese	1,655	0.19%
Arabic	1,366	0.16%
French, Haitian, or Cajun	1,186	0.14%
Chinese (Mandarin or Cantonese)	1,050	0.12%
Korean	549	0.06%
Tagalog (includes Filipino)	442	0.05%
German or other West German Languages	318	0.04%

Percent of Population that Identifies as  
LEP & Spanish Speaking

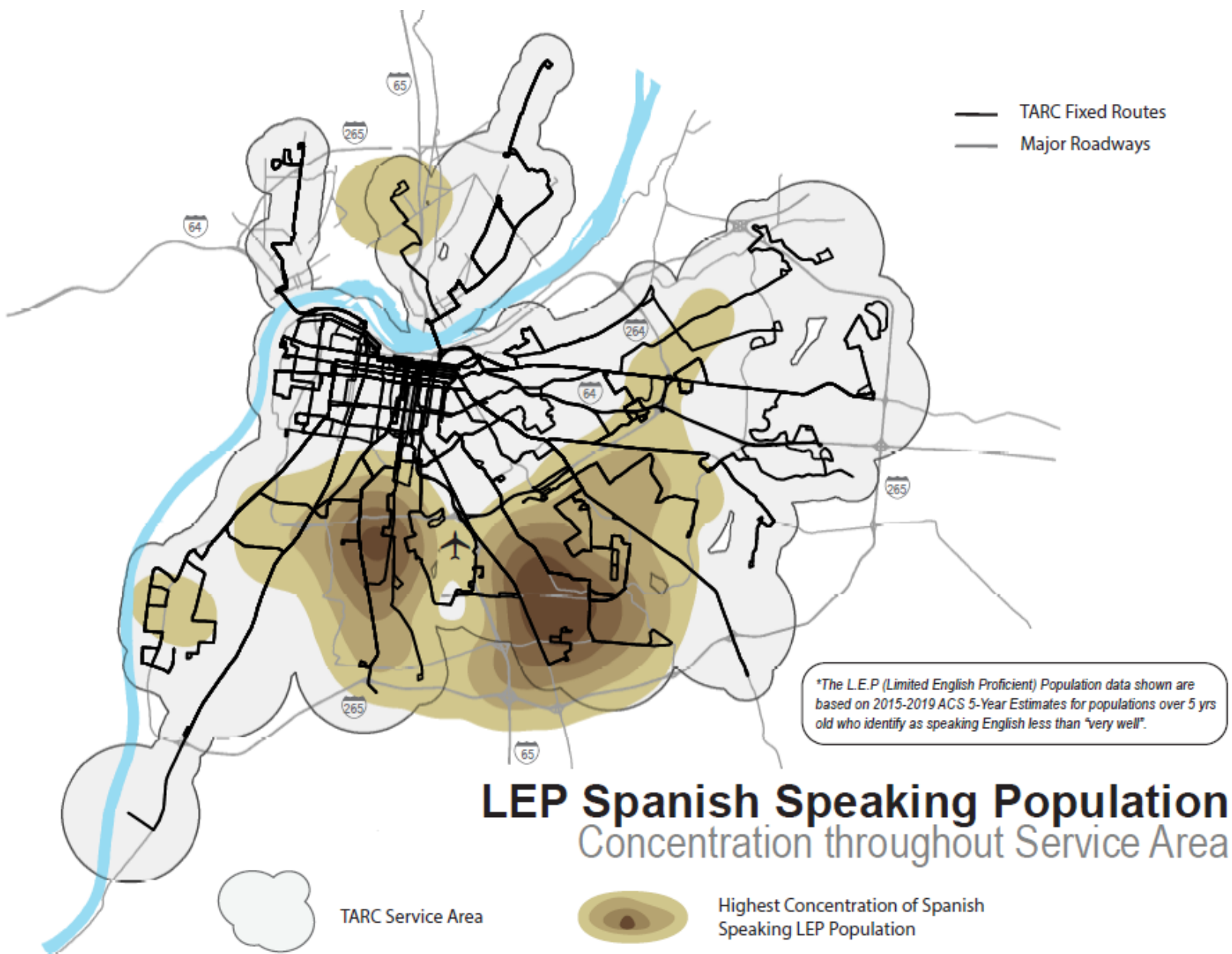


— TARC Fixed Routes  
— Major Roadways

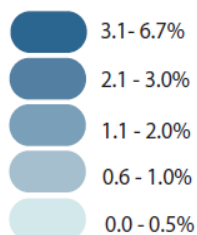
## LEP Spanish Speaking Population Percent by Census Tract

*\*The L.E.P (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*

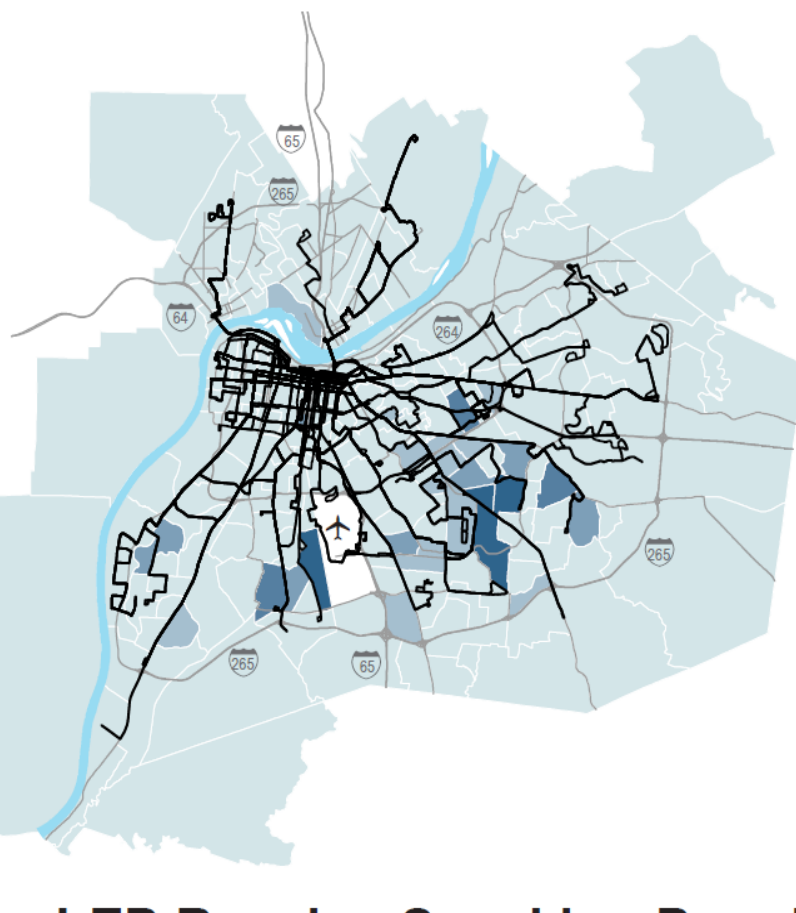




Percent of Population that Identifies as LEP & Russian, Polish or Slavic Speaking

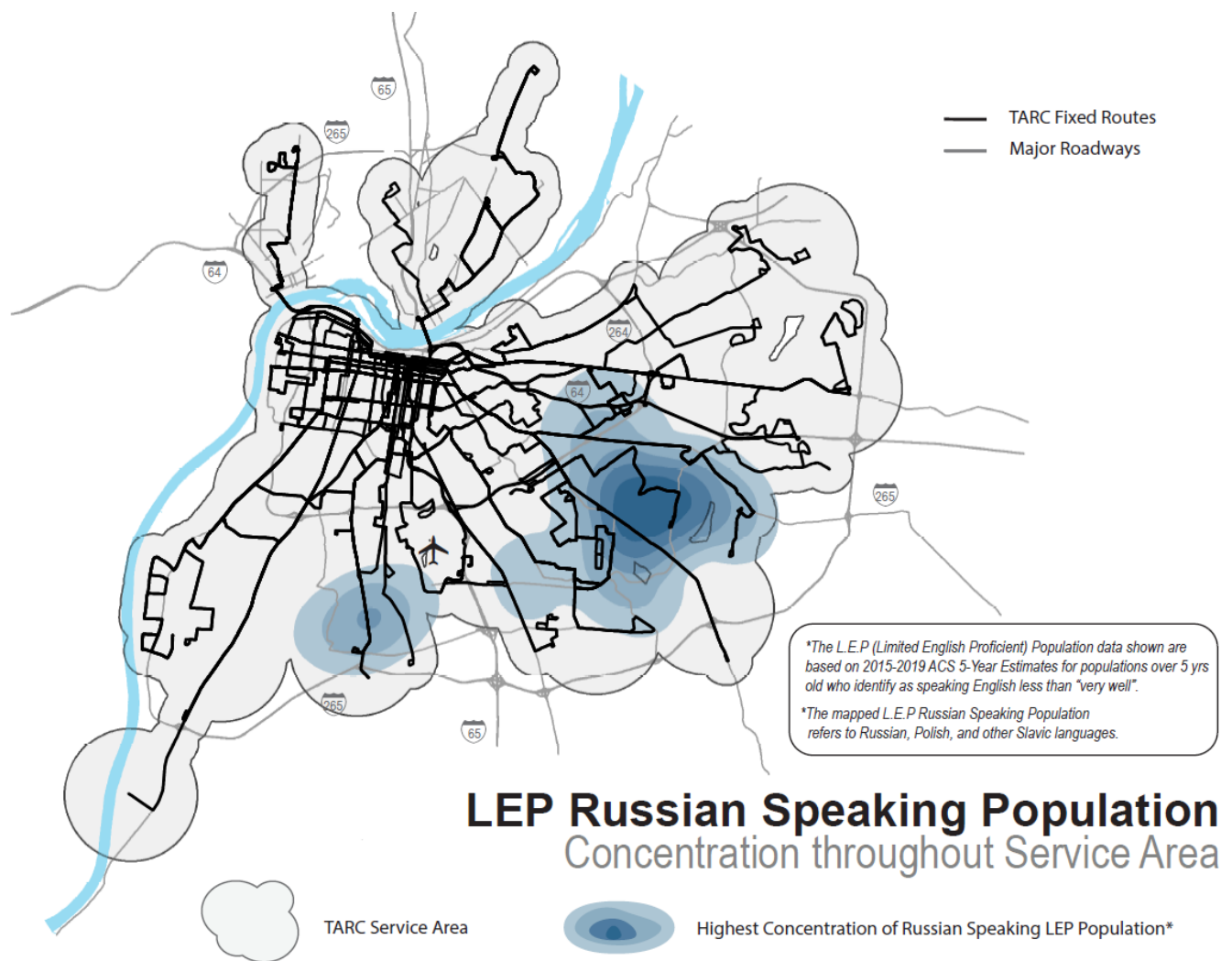


— TARC Fixed Routes  
— Major Roadways

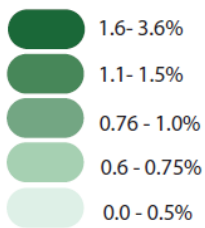


## LEP Russian Speaking Population Percent by Census Tract

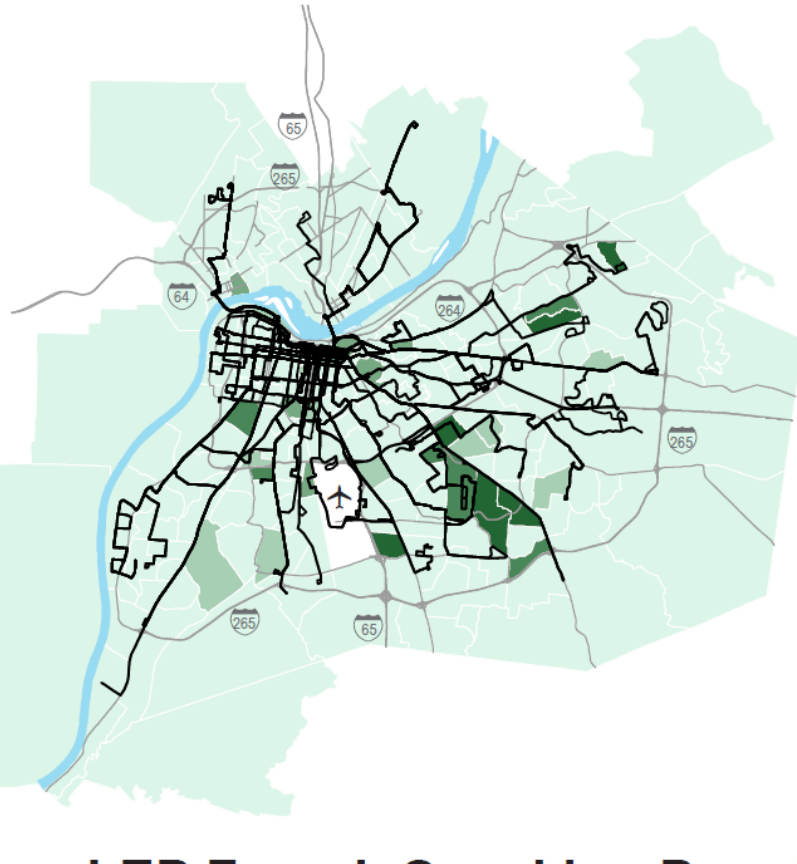
*\*The L.E.P. (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*



Percent of Population that Identifies as  
LEP & French, Haitian, or Cajun Speaking

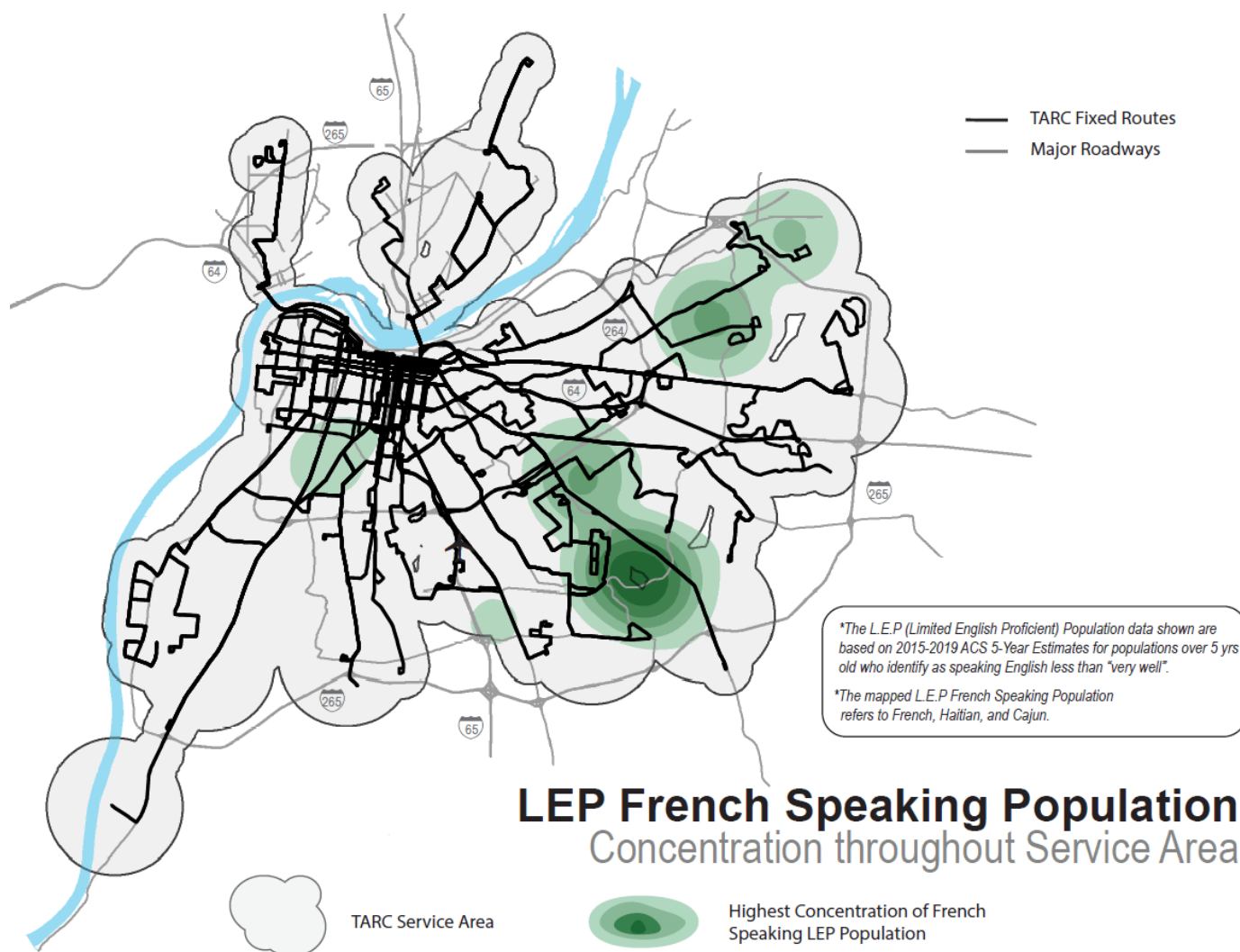


— TARC Fixed Routes  
— Major Roadways

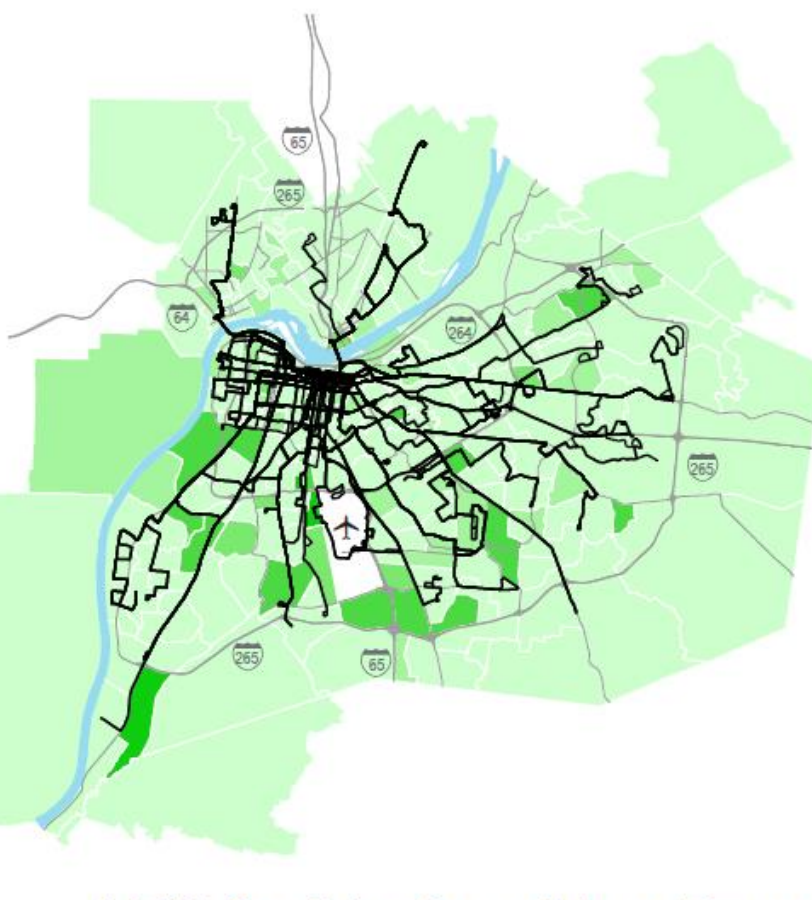
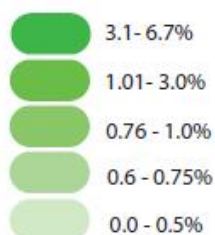


## LEP French Speaking Population Percent by Census Tract

*\*The L.E.P (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*



Percent of Population that Identifies as  
LEP & Arabic Speaking

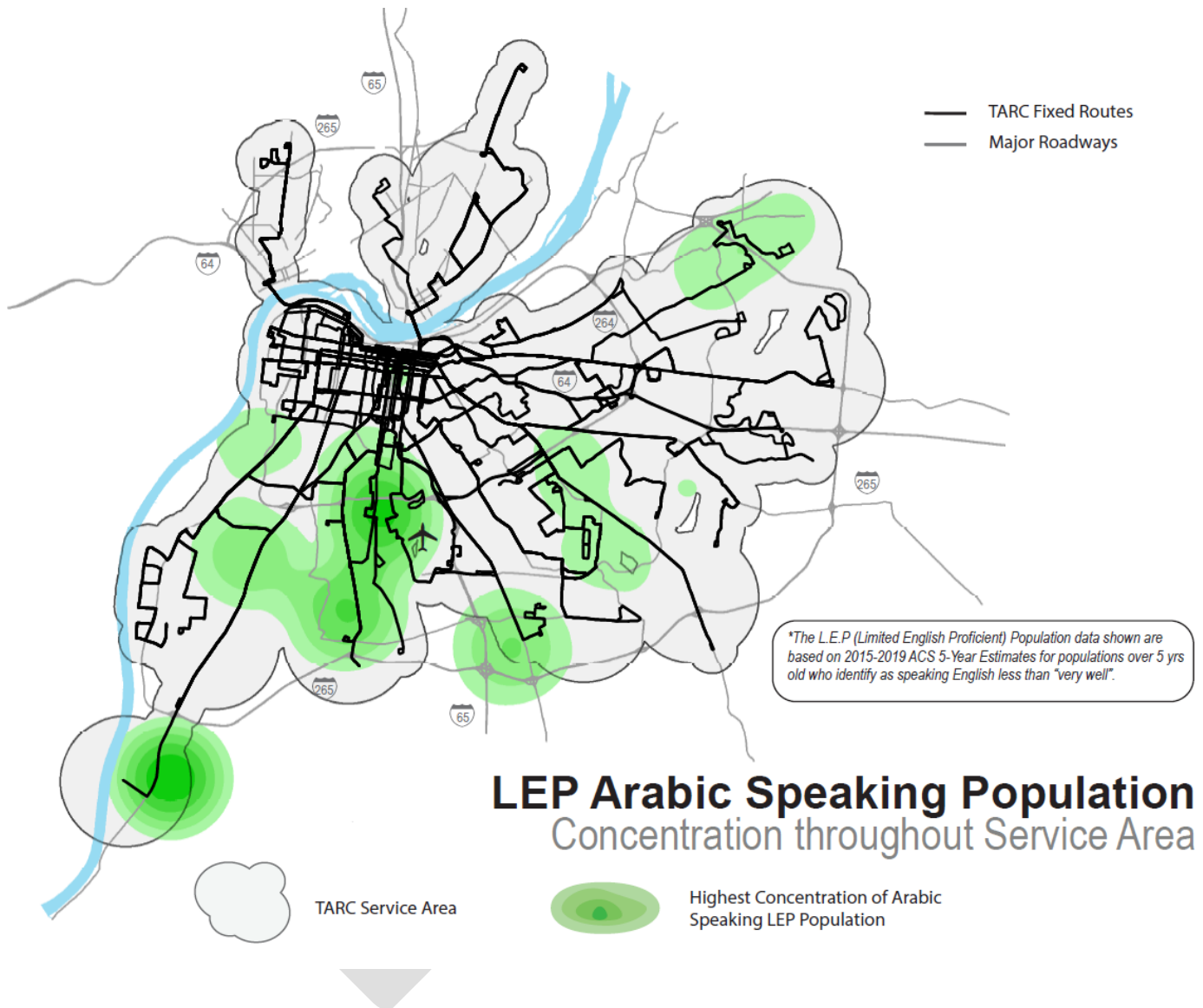


— TARC Fixed Routes  
— Major Roadways

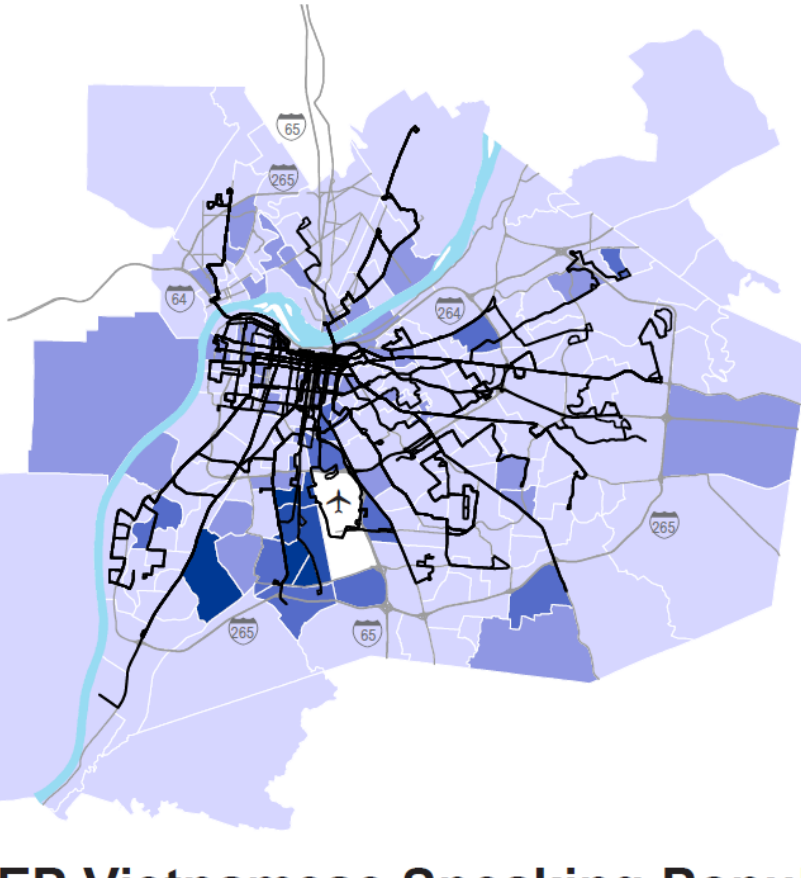
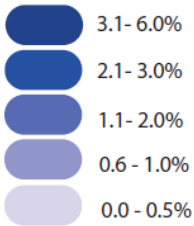
## LEP Arabic Speaking Population Percent by Census Tract

*\*The L.E.P (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*





Percent of Population that Identifies as  
LEP & Vietnamese Speaking

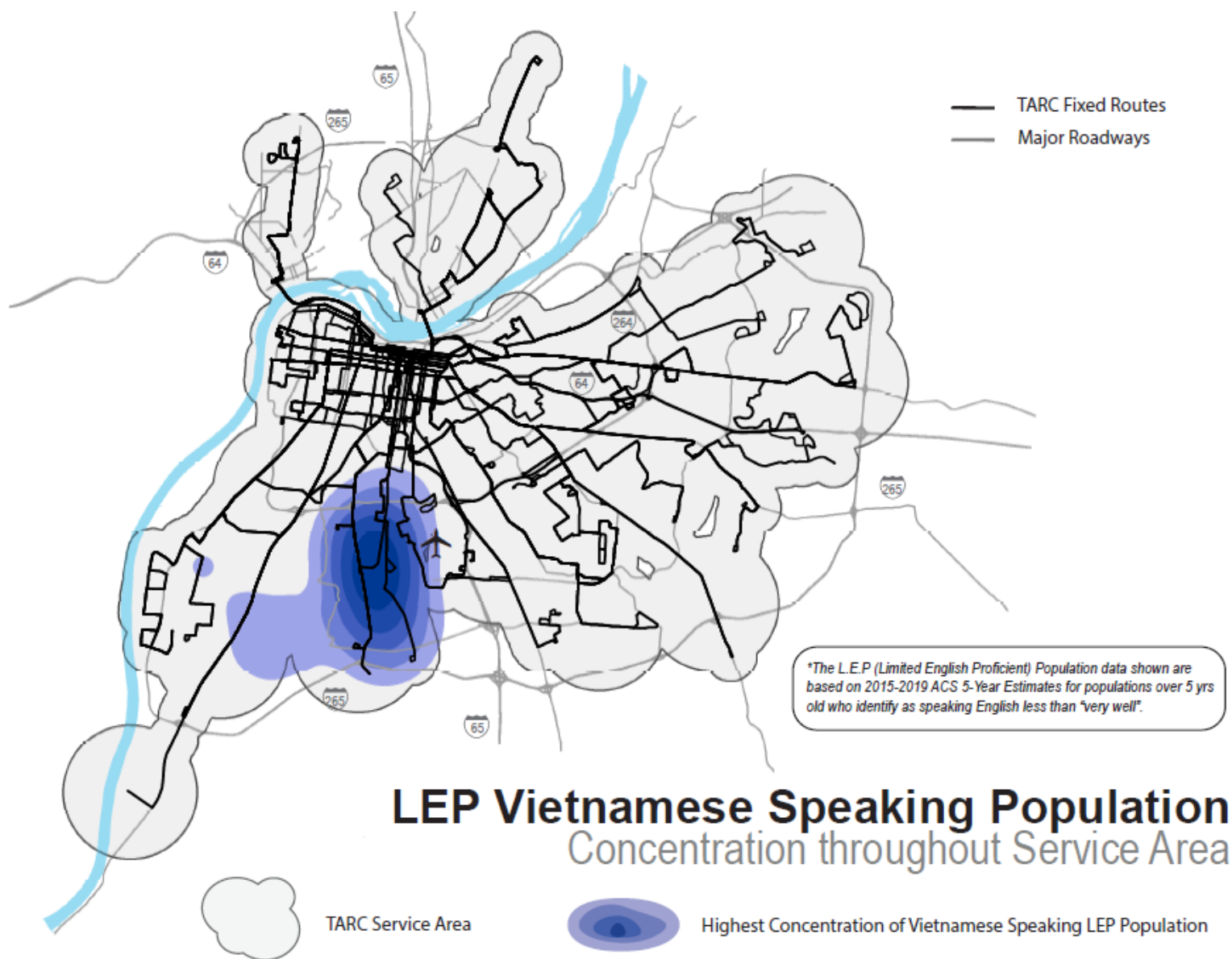


— TARC Fixed Routes  
— Major Roadways

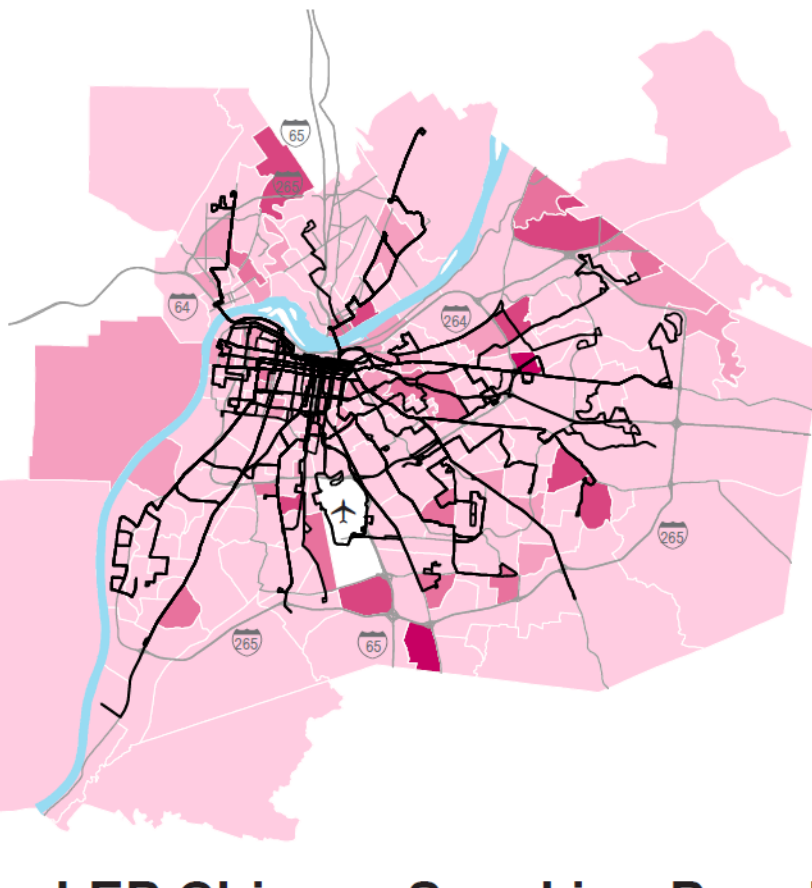
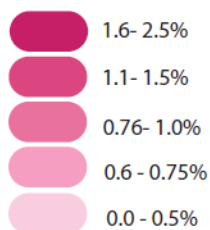
# LEP Vietnamese Speaking Population Percent by Census Tract

*\*The L.E.P (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*





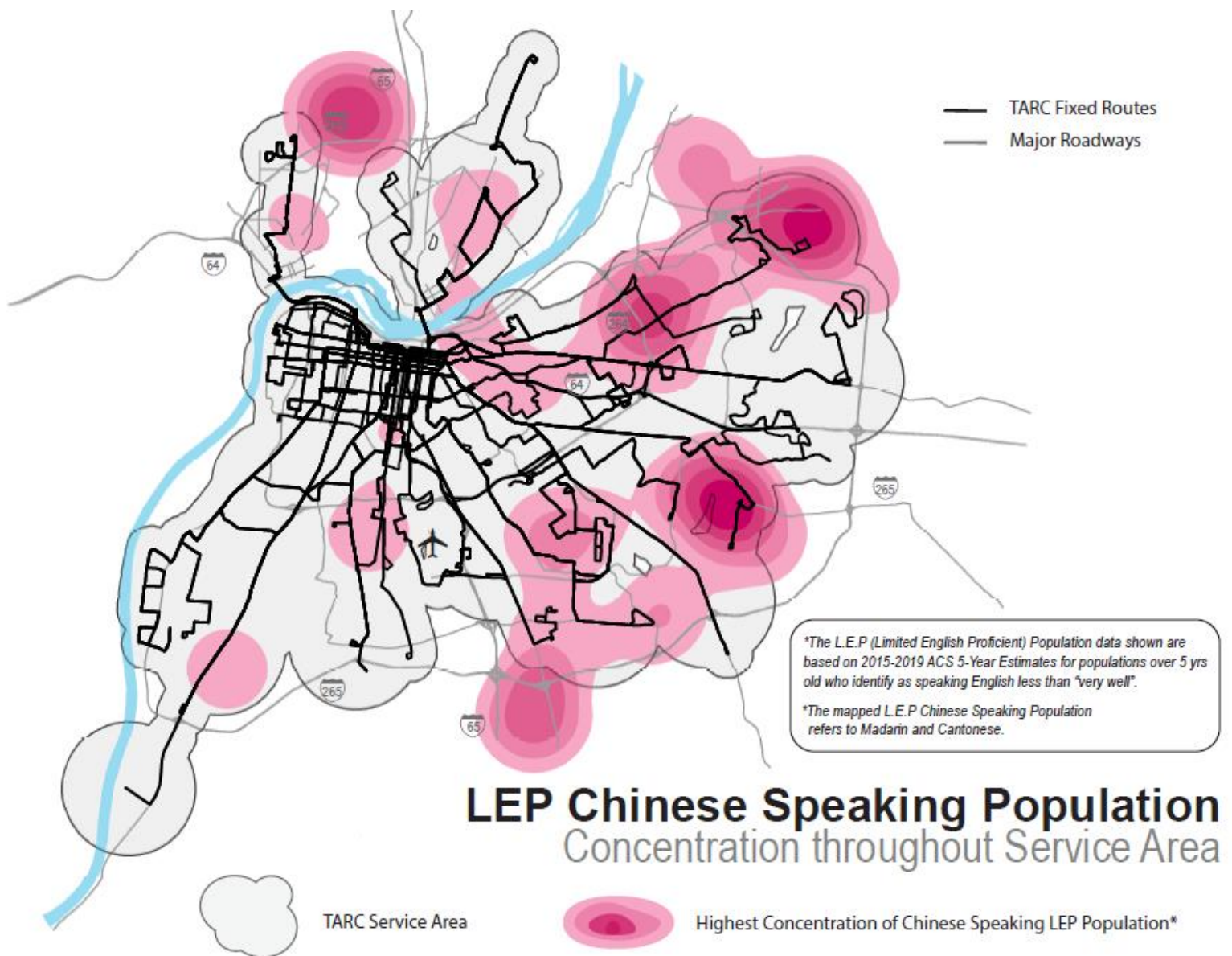
Percent of Population that Identifies as LEP & Chinese (Mandarin or Cantonese) Speaking



— TARC Fixed Routes  
— Major Roadways

## LEP Chinese Speaking Population Percent by Census Tract

*\*The L.E.P (Limited English Proficient) Population data shown are based on 2015-2019 ACS 5-Year Estimates for populations over 5 yrs old who identify as speaking English less than "very well".*



## Appendix H

### Coach Operator LEP Survey

#### TARC'S LEP SURVEY

What is your job title?

---

Please indicate with an "x" in the table below the frequency of which you communicate with members of the public that LEP person(s). The languages below are the commonly spoken languages in Kentucky<sup>6</sup>. If you have interactions with individuals who speak other languages please indicate what language in the (if you can identify the language) "Other" box, if you are unable to identify the language spoken please indicate by using the "all other languages" box.

**Frequency of Contact with**

Language	Most Days	At Least Once a Week	At Least Once a Month	At Least Once a Year	Never
Spanish					
Chinese					
Vietnamese					
French					
Arabic					
Other _____					
Other _____					
All Other Languages					

---

<sup>6</sup> Data is from the American Community Survey using the data from the Language Spoke at Home by Ability to Speak English for the Population 5 years and Over Table

What is your method of communication when you are communicating with LEP person(s)?

Ex. Over the phone, in person, etc.

---

---

---

Please provide suggestions on ways in which TARC can improve communication efforts with LEP persons as it relates to your job duties/responsibilities. (Optional)

---

---

---

---

## Customer Service Representative Survey

### Survey of Riders with Limited English Proficiency

TARC, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) is required to provide the appropriate measures to ensure that Limited English Proficiency (LEP)<sup>7</sup> persons have meaningful language access to the programs, services, and information provided by TARC. In order to determine if written or oral communication must be translated and what languages they must be translated to a four-factor analysis is used. The four-factor analysis considers the following:

- The number or proportion of LEP persons served or encountered in the eligible service population
- The frequency with which LEP individuals come in contact with the program, activity, or service
- The nature and Importance of the program, activity, or service provided by the program
- The resources available to the recipient and costs

Your help is needed for our Department of Diversity and Inclusion (D&I) to complete the four-factor analysis.

Please take a moment and complete the questions below and return them to the D&I Office by the close of business on November 10, 2021 (or drop them in the box by Dispatch).

1. What is your job title?

---

2. What is your method of communication when you are communicating with LEP person(s)?  
Ex. Over the phone, in person, etc.

---

---

---

---

---

<sup>7</sup> An LEP person(s) is considered an individual(s) who has limited ability to read, write, speak, or understand English.

3. Please provide suggestions or ideas on what we can do to help you help our riders who may be an LEP persons. (Optional)

---



---



---



---

Please indicate with an “x” in the table below the frequency of which you communicate with members of the public that LEP person(s). The languages below are the commonly spoken languages in Kentucky<sup>8</sup>. If you have interactions with individuals who speak other languages please indicate what language in the (if you can identify the language) “Other” box, if you are unable to identify the language spoken please indicate by using the “all other languages” box.

### Frequency of Contact with

Language	Most Days	At Least Once a Week	At Least Once a Month	At Least Once a Year	Never
Spanish					
Chinese					
Vietnamese					
French					
Arabic					
Nepali					
Tagalog					
Other					

<sup>8</sup> Data is from the American Community Survey using the data from the Language Spoke at Home by Ability to Speak English for the Population 5 years and Over Table

## Appendix I

### Travel Card

**I speak limited English.**   
**Please help me arrive at my destination.**

**Destination** \_\_\_\_\_

**Route** \_\_\_\_\_ **Stop** \_\_\_\_\_

**Call for assistance (502) 585-1234**

If information is needed in another language or an accessible format, call (502) 585-1234.

Si requiere información en algún otro idioma o formato accesible, favor de llamar al (502) 585-1234.

Si vous avez besoin de renseignements dans une autre langue ou dans un format accessible, veuillez appeler le (502) 585-1234.

Nếu cần thông tin bằng một ngôn ngữ khác hoặc một định dạng có thể truy cập được, xin vui lòng gọi số (502) 585-1234.

هحضاوو هطسبم هقيرطب وا برخا تاغلب تامولعملل هجاحب متنك اذا (502) 585-1234.  
فناه مقرب لاصتلا بحري

За информацией на другом языке или в более приемлемом для вас формате, наберите (502) 585-1234.

Ukiwa unataka habari katika lugha nyingine au fomati inayoweza kupatikana tafadhali tupigie simu kwa (502) 585-1234.

如果需要其他语言或可访问格式的信息，请致电 (502) 585-1234.



## Appendix J

### Interior Card

#### Your Rights under Title VI of the Civil Rights Act

TARC operates without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act.

Complaints of discrimination, or requests for Title VI information should be directed to:

**TELEPHONE:**

TARC Customer Service:  
(502) 585-1234  
TTY: (502) 213-3240

**ONLINE:**

[ridetarc.org/title-vi](http://ridetarc.org/title-vi)

**MAIL:**

TARC Office of Diversity & Inclusion  
1000 West Broadway  
Louisville, KY 40203

Customers can also file complaints of discrimination directly with the Federal Transit Administration:

**TELEPHONE:**

FTA Office of Civil Rights:  
(202) 366-4000

**ONLINE:**

[transit.dot.gov/regulations-and-guidance/civil-rights-ada/file-complaint-fta](http://transit.dot.gov/regulations-and-guidance/civil-rights-ada/file-complaint-fta)

**MAIL:**

Office of Civil Rights  
ATTN: Title VI Program Coordinator  
East Building, 5th Floor—TCR  
1200 New Jersey Ave., SE  
Washington DC 20590

If information is needed in another language or an accessible format, call (502) 585-1234. TTY users call (502) 213-3240.

Si requiere información en algún otro idioma o formato accesible, favor de llamar al (502) 585-1234. Los usuarios de TTY llaman al (502) 213-3240.

Si vous avez besoin de renseignements dans une autre langue ou dans un format accessible, veuillez appeler le (502) 585-1234. Les utilisateurs de TTY appellent le (502) 213-3240.

Nếu cần thông tin bằng một ngôn ngữ khác hoặc một định dạng có thể truy cập được, xin vui lòng gọi số (502) 585-1234. Người dùng TTY gọi (502) 213-3240.

وا ىرخ تاغلل تامل عملل هاجب مبنك اذا (502) 585-1234. مقررلاب. TTY ودمخترم (502) 213-3240. فتاه مقرر لاصلتال ىجري دحض اوو دطسبم دقيرطب.

За информацией на другом языке или в более приемлемом для вас формате, наберите (502) 585-1234. Пользователи ТТУ звонят по номеру (502) 213-3240.

Ukiwa unataka habari katika lugha nyingine au fomati inayoweza kupatikana tafadhali tupigie simu kwa (502) 585-1234. Watumiaji wa TTY piga simu (502) 213-3240.

如果需要其他语言或可访问格式的信息，请致电 (502) 585-1234。TTY 用户拨打 (502) 213-3240。

## Appendix K

### Sub-recipient Agreement

#### AGREEMENT BETWEEN TRANSIT AUTHORITY OF RIVER CITY AND Subrecipient

This AGREEMENT is entered into on this 1st day of November, 2021, by and between the Transit Authority of River City, hereinafter referred to as "TARC", and X Nonprofit Entity, hereinafter referred to as the "Subrecipient".

WITNESSETH:

WHEREAS, the Federal Transit Administration (hereinafter referred to as FTA) in accordance with Section 5310 (the Enhanced Mobility of Seniors and Individuals with Disabilities program) of the Federal Transit Act, as amended, (hereinafter referred to as the ACT), has issued guidance (See circular 9070.1G) requiring written agreements between Designated Recipients and Subrecipients of Federal funds that state the terms and conditions of assistance by which projects will be undertaken; and

WHEREAS, the Governors of the Commonwealth of Kentucky and the State of Indiana, in accordance with the ACT, have named TARC as the Designated Recipient of 5310 program funds; and

WHEREAS, the Subrecipient proposed a project (hereinafter referred to as PROJECT) that has been recommended to the TARC Board of Directors by a Selection Review Committee in accordance with the ACT and FTA guidance; and

WHEREAS, the TARC Board of Directors has determined that the PROJECT is in accordance with the purpose of the 5310 Program; and

WHEREAS, the SUBRECIPIENT will agree to abide by the guidance set forth in FTA Circular 9070.1G, therefore, in consideration of the mutual covenants herein set forth, TARC and the Subrecipient hereby agree as follows:

#### TERMS AND CONDITIONS

##### SECTION 1. Definitions

1. "PROJECT" means the task or set of tasks provided, as set forth in Scope of Work (Attachment B), which SUBRECIPIENT undertakes to perform pursuant to this Agreement.

2. "FTA" means the Federal Transit Administration, or any persons duly authorized to perform the functions required under this Agreement by the FTA.
3. "US DOT" means the United States Department of Transportation, or any persons duly authorized to perform the functions required under this Agreement by the US DOT.
4. "State" means Kentucky Transportation Cabinet (KTC) and the Indiana Department of Transportation (INDOT).

## SECTION 2. Project Description

SUBRECIPIENT agrees to perform the services as described in the Scope of Work (Attachment B) of this Agreement, and in accordance with the terms and conditions of this Agreement.

The SUBRECIPIENT shall undertake and complete the PROJECT as described in its Application in accordance with the terms and conditions of this AGREEMENT, Title 49 United States Code and applicable FTA Circulars: Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201; and FTA Circular 5010.1E; and any other regulation or directive issued by the FTA.

It is understood that this PROJECT is to provide public transportation services in accordance with the Application. Service adjustments may be necessary; however, no significant change in the basic service concept will be implemented without the mutual approval of both TARC and the SUBRECIPIENT.

The project shall not pay for labor, wages, or salaries for a construction project. No funds in this grant shall be used to pay for labor, wages, and/or salaries for construction work. Cost of labor, wages, and/or salaries for construction work will not be reimbursed to the SUBRECIPIENT by TARC through this grant.

Cost of construction materials may be reimbursed through this grant.

## SECTION 3. Duration of Project

This Agreement shall commence as of January 1, 2022 and terminate as of March 30, 2026. All of the services and work required in the Scope of Work shall be completed on or before the termination date unless approved in writing by TARC. TARC and SUBRECIPIENT may extend the contract terms by mutual agreement.

## SECTION 4. Project Funding

- A. It is expressly understood that funds for this Program are being provided through the FTA Section 5310 programs, and are to be expended only for the purpose and activities outlined in the Scope of Work (Attachment B)

and Project Budget (Attachment C). It is the responsibility of TARC to obtain these funds from FTA.

- B. In order for the SUBRECIPIENT to be reimbursed for costs that are not listed in the Project Budget (Attachment C), the SUBRECIPIENT must obtain written approval from TARC prior to incurring those additional costs.
- C. The total amount of compensation to be paid by TARC to the SUBRECIPIENT shall not exceed **ENTER AMOUNT HERE**. Payment will be in accordance with the terms and conditions set forth in this Agreement and in the Project Budget (Attachment C). In order for the SUBRECIPIENT to be reimbursed for more than this amount, the SUBRECIPIENT must obtain written approval from TARC prior to incurring the additional costs.
- D. The SUBRECIPIENT agrees to provide local matching funds in the amount sufficient, together with the authorized funds, to assure funding for completion of the PROJECT.
- E. PROJECT costs are payable by TARC to the SUBRECIPIENT only as reimbursements for expenditures made by the SUBRECIPIENT. The SUBRECIPIENT must pay for the vehicles, goods, and/or services first, and then send the receipts to TARC and request reimbursement. Reimbursement requests must include invoices, receipts, proof of payment, and all other documentation requested by TARC to show that the expenditure was for an eligible expense identified in the Project Budget (Attachment C). Ten (10) percent of the final invoice may be withheld pending completion and acceptance of an audit as required in Section 11. It is expressly understood and agreed that the final claim shall be submitted to TARC no later than twenty-five (25) days after the termination date of this Agreement.
- F. It is understood that the value and character of all "in-kind" services must be approved by TARC prior to being credited to the PROJECT. All "in-kind" services must meet both TARC and FTA eligibility and applicability requirements for Section 5310 funding and for the Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201.
- G. SUBRECIPIENT agrees to adhere to all reimbursement procedures of TARC during the term of this Agreement. Reimbursement for any cost pursuant to this section shall not constitute a final determination by TARC of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by SUBRECIPIENT. SUBRECIPIENT shall reimburse TARC for all funds not spent in accordance with the terms of this agreement.

- H. No funds in this grant shall be used to pay for labor, wages, or salaries for a construction project or construction work. Cost of labor, wages, and/or salaries for construction work will not be reimbursed to the SUBRECIPIENT by TARC through this grant. Cost of construction materials may be reimbursed through this grant.
- I. Indirect Costs shall not be charged to this grant. No indirect cost rate or de minimus rate will be charged to this grant. Indirect Costs will not be reimbursed to the SUBRECIPIENT by TARC through this grant.

Definition of Indirect Costs:

Indirect Costs are costs that are not directly accountable to a cost object (such as a particular product or service). Indirect costs are also known as overhead. Indirect costs are general overhead costs that cannot be identified as specific items in a budget. If a cost can be listed as a specific item in a budget (such as a vehicle purchase, a repair cost, a fuel cost, an insurance bill, or a phone bill), then it is not an Indirect Cost.

SECTION 5. Accounting

- A. Program Accounts: SUBRECIPIENT shall establish and maintain a separate set of accounts for the program or work within the framework of an established accounting system.
- B. Documentation of Program Costs: All costs charged to the program shall be supported by properly executed invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.
- C. Allowable Costs: Expenditures made by SUBRECIPIENT shall be reimbursable as allowable costs to the extent that they meet all of the requirements set forth below. They must:
  - (1) Be made in conformance with the Scope of Work and the Project Budget and all other provisions of this Agreement;
  - (2) Be necessary in order to accomplish the Program;
  - (3) Be reasonable in amount for the goods or services purchased;
  - (4) Be actual net costs to SUBRECIPIENT (i.e., the price paid minus any refunds, rebates, or other items of value received by SUBRECIPIENT that have the effect of reducing the cost actually incurred);
  - (5) Be incurred (and be for work performed) during the performance period of this Agreement, unless specific authorization from TARC to the contrary is received;
  - (6) Be satisfactorily documented; and

- (7) Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the US DOT for SUBRECIPIENT; and those approved or prescribed by SUBRECIPIENT for its contractors.

D. Audits and Inspections:

- (1) SUBRECIPIENT shall permit TARC, the State, the US DOT, the U.S. Comptroller General, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of SUBRECIPIENT involving transactions related to this Agreement, and to inspect all Program equipment and property for a period of three (3) years from the date of final payment under this Agreement.
- (2) SUBRECIPIENT shall permit audits by the Indiana State Board of Accounts or Kentucky State Auditor, or its duly authorized representative, in accordance with compliance guidelines established by the Indiana State Board of Accounts or Kentucky State Auditor.
- (3) SUBRECIPIENT shall include in all its contracts under this Agreement, a provision that TARC, the State, the US DOT, the U.S. Comptroller General or any of their duly authorized representatives will have full access to and the right to examine any pertinent documents or records of any such contractor involving transactions related to this agreement for a period of three (3) years from the date of final payment of this Agreement.

- E. Interest: Upon notice by TARC to SUBRECIPIENT of specific amounts due the US DOT, SUBRECIPIENT shall promptly remit any excess payment of amounts or disallowed costs to TARC. Interest may be assessed from the time of notice and charged for any amounts due to the US DOT that are not paid as set forth in the Treasury Fiscal Requirements Manual.

## SECTION 6. Purchase of PROJECT EQUIPMENT and PROPERTY

The purchase of all EQUIPMENT or PROPERTY financed in whole or in part pursuant to this AGREEMENT shall be in accordance with US DOT regulations, which can be found in Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201. Recording and reporting of all such purchases shall be in accordance with generally accepted accounting principles. TARC shall hold first lien on any vehicle purchased under this AGREEMENT. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT.

Statement of Financial Assistance

This contract is subject to a financial assistance contract between the Transit Authority of River City (TARC) and the Federal Transit Administration.

The authorized use of real and personal property acquired with FTA funds for purposes other than provision of mass transit service must have written approval of TARC.

Buy America provisions of the Surface Transportation Act shall apply to this AGREEMENT. Buy America Exemptions for small purchases are allowed.

#### SECTION 7. Disposition of EQUIPMENT and PROPERTY

The SUBRECIPIENT agrees that the EQUIPMENT and PROPERTY shall be used for the provision of public transportation service within the area described in the Application. If at any time after the execution of this AGREEMENT, any EQUIPMENT or PROPERTY is no longer being used for the provision of public transportation service, the SUBRECIPIENT shall immediately notify TARC and shall request disposal instructions in accordance with the Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201. Any proceeds not returned to TARC should be used for public transportation purposes only.

The SUBRECIPIENT may acquire clear title to the EQUIPMENT and PROPERTY by compensating FTA for its share in the EQUIPMENT and PROPERTY. This share will be calculated by TARC using an FTA-approved formula which accounts for the Federal percentage of participation in the cost of the PROJECT.

#### SECTION 8. Maintenance of Project EQUIPMENT and PROPERTY

The SUBRECIPIENT shall maintain the EQUIPMENT and PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The SUBRECIPIENT shall have a written vehicle maintenance plan or procedure. The SUBRECIPIENT shall have vehicle maintenance records that are kept on file for inspection by TARC and the FTA. The SUBRECIPIENT shall have a written procedure for actively pursuing and tracking warranty claims for vehicles covered by warranty. The SUBRECIPIENT shall send copies of documentation of all warranty-covered vehicle repairs to TARC. The SUBRECIPIENT shall maintain a complete itemized inventory of all EQUIPMENT and vehicles purchased under this AGREEMENT. TARC and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and record-keeping pursuant to this paragraph.

#### SECTION 9. Procurement

The SUBRECIPIENT shall not assign any portion of the work to be performed under this AGREEMENT, except as set forth in the Application, or execute any contract or amendment thereto, or obligate itself in any manner with any third party except in keeping with the provisions of US DOT regulations as found in 49 CFR Parts 18.36 and guidance contained in FTA Circular 4220.1F (Third Party Contracting Requirements



SUBRECIPIENT shall not assign any interest in this Agreement and shall not transfer any interest in the same, or execute any lease, mortgage, lien or subcontract relating to this Agreement or affecting program services, facilities or equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written consent of TARC. SUBRECIPIENT shall not, by any act or omission of any kind, impair its continuing control over the use of project facilities or equipment during the useful life thereof. TARC reserves the right to approve all contracts prior to SUBRECIPIENT executing the contract. Any contract that exceeds \$25,000 in cost shall contain all of the contract clauses as provided in this agreement.

#### SECTION 10. Reporting and Monitoring

The SUBRECIPIENT shall maintain and comply with all reporting requirements outlined by the FTA and TARC. The recording and reporting of all Project expenses shall be in accordance with generally accepted accounting procedures. All charges to the Project shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charge. Copies of all checks, invoices, contracts, vouchers, orders or purchasing documents pertaining in whole or in part to the Project shall be clearly identified and provided to TARC at no greater than quarterly intervals.

In addition, the SUBRECIPIENT shall capture and report by August 30th of each year that this agreement remains in effect both quantitative and qualitative information on each of the following measures:

1. Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of the Project.
2. Additions or changes to environmental infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, vehicles that impact availability of transportation services as a result of the Projects.

This information will be submitted to the FTA in keeping with the Government Performance Results Act (GPRA).

#### SECTION 11. Financial Management

The financial management systems of SUBRECIPIENTS must meet the standards established by the US DOT in Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201.

TARC reserves the right to review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

#### SECTION 12. Insurance

- A. The SUBRECIPIENT shall obtain insurance adequate to protect the PROJECT PROPERTY and EQUIPMENT as well as public liability insurance. The SUBRECIPIENT shall include TARC as an additional insured for liability, and certify to TARC the existence of such coverage before beginning vehicle operations.
- B. If the PROJECT PROPERTY or EQUIPMENT is damaged or destroyed, the SUBRECIPIENT shall use the insurance proceeds to repair or replace the damaged PROJECT PROPERTY and EQUIPMENT and return it to service in the PROJECT as soon as possible. If the insurance proceeds are insufficient to pay the full cost of repair or replacement, then the SUBRECIPIENT shall provide additional funds for repair or replacement. TARC will use an FTA-approved formula to calculate the amount of the additional funds that the SUBRECIPIENT shall provide. Federal funds may be used to provide some of the additional funds in some cases.
- C. If the SUBRECIPIENT has not used the insurance proceeds to repair or replace the damaged or destroyed PROJECT PROPERTY and EQUIPMENT within one (1) year of the date when it was damaged or destroyed, then the SUBRECIPIENT shall refund to TARC the greater of the following two amounts:
  - 1. One hundred percent (100%) of the insurance proceeds, or
  - 2. The dollar value of the remaining federal interest in the PROJECT PROPERTY and EQUIPMENT on the date when it was damaged or destroyed, as calculated by TARC using an FTA-approved formula.

#### SECTION 13. Responsibility for Claims and Liabilities

SUBRECIPIENT agrees to indemnify, defend and hold harmless the FTA, TARC, and its agents, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof and injuries to or death of persons; including the property of, or officers, agents and employees of SUBRECIPIENT or its contractors; and from all judgments recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses not caused by the sole fault or negligence of TARC, or its respective agents, officers and employees.

All grants, payments and obligations of TARC under this Agreement are subject to the receipt of funds by TARC from the FTA. TARC shall not be liable to SUBRECIPIENT for any failure or delay in performance of its obligations to SUBRECIPIENT, which are the result of any failure or delay in performance between TARC and the FTA.

SECTION 14. Compliance with United States and Commonwealth of Kentucky Motor Vehicle Laws

The SUBRECIPIENT shall comply with all Motor Vehicle laws deemed appropriate to this PROJECT including Federal Motor Vehicle Safety Standards (49 CFR Part 571) and Kentucky Revised Statute Chapter 281.

DRAFT

## SECTION 15. Drug and Alcohol Testing Provisions

It is the SUBRECIPIENT's responsibility to have policies in place to prevent its drivers from driving under the influence of drugs or alcohol.

For drug and alcohol testing of the SUBRECIPIENT's employees who drive commercial vehicles (vehicles over 26,000 pounds or with more than 15 passengers), the SUBRECIPIENT shall comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who drive commercial vehicles (49 CFR Part 382).

If the SUBRECIPIENT is receiving funds from federal programs other than Section 5310 (such as from Section 5307, Section 5309, or Section 5311), then the SUBRECIPIENT may be subject to additional drug & alcohol policy and testing requirements pursuant to the FTA and DOT regulations governing those other programs. In that case, the SUBRECIPIENT shall be responsible for complying with all applicable requirements.

## SECTION 16. Compliance with Civil Rights Act of 1964

During the performance of this contract, the SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The SUBRECIPIENT will comply with federal regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (49 CFR Part 21, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for contractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this contract and the regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age, or disability.

4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by TARC to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT will so certify to TARC as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, TARC will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding payment to the SUBRECIPIENT under the contract until the contractor complies; and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment unless exempt by the REGULATIONS, order or instructions issued pursuant thereto.

#### SECTION 17. Equal Employment Opportunity

The SUBRECIPIENT shall comply with the Equal Employment Opportunity regulations that are applicable, based on the type of PROJECT, compliance thresholds, and relevant criteria.

In connection with the execution of this AGREEMENT, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability. The SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions 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 of training, including apprenticeship. The SUBRECIPIENT will incorporate the foregoing requirements of this paragraph in all contracts for services covered by this AGREEMENT.

#### SECTION 18. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

SECTION 19. Prohibited Interest

No member, officer, or employee of TARC or of the SUBRECIPIENT during his tenure or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, except with respect to for profit entities.

SECTION 20. Covenant Against Contingent Fees

SUBRECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, TARC shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 21. Restrictions on Lobbying

SUBRECIPIENT hereby certifies that it has complied with 31 USC 1352, regarding the use of federal funds for lobbying purposes, including the completion of a disclosure form, if necessary. The U.S. Code provides in part that:

1. No federal appropriated funds have or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant contract for federal funding, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL is available from TARC.
3. SUBRECIPIENT shall require that this Restriction on Lobbying contract clause be included in all lower tier contracts which exceed \$100,000 and that all contractors shall certify and disclose accordingly.

In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), the SUBRECIPIENT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

The SUBRECIPIENT certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, and that such disclosures, including OMB Standard Form LLL or a quarterly report update, have been and will be forwarded to TARC.

The SUBRECIPIENT certifies that, for all lower-tier contracts exceeding \$100,000 that are awarded for this PROJECT, the contractors at each tier will file the required certification, and each tier will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and that each tier will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, and that such disclosures will be forwarded from tier to tier up to the SUBRECIPIENT and then will be forwarded to TARC.

These certifications are a material representation of fact upon which reliance is placed when this AGREEMENT is entered into. These certifications are a prerequisite for making and entering into this AGREEMENT imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to sign or file these required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## SECTION 22. Applicable Laws

This AGREEMENT shall be in accordance with the laws of the Commonwealth of Kentucky and the Federal Transit Administration. In performance of its obligations pursuant to this Agreement, SUBRECIPIENT and its contractors shall comply with all applicable provisions of federal, state, and local law, and obtain the necessary licenses, permits, certificates, or consents which may be required in order to complete the program. All limits or standards set forth in this Agreement to be observed in the performance of the program are minimum requirements. If there is a conflict between federal and state requirements, SUBRECIPIENT shall inform TARC in order that an appropriate resolution may be arranged. SUBRECIPIENT agrees further that no federal funds may be used for the payment of ordinary governmental or non-program operating expenses.

Insofar as any provisions of the Agreement that are not governed by Federal law and the regulations required thereby, or incorporated herein by reference, the provisions then shall be construed and interpreted solely in accordance with the laws of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Jefferson County Circuit Court of the Commonwealth of Kentucky.

#### SECTION 23. Compliance with Environmental Standards

SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act 49 USC 1857 (h), Sections 308 and 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. SUBRECIPIENT shall notify TARC of the receipt of any communication from EPA indicating that a facility to be utilized in the Program is under consideration for listing by EPA.

If the amount awarded to the SUBRECIPIENT in this AGREEMENT is in excess of \$150,000, then the SUBRECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Mandatory standards and policies relating to energy efficiency are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### SECTION 24. Discrimination of Persons with Disabilities

The SUBRECIPIENT agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and with the Americans with Disabilities Act of 1990 (ADA), and applicable Federal regulations relating hereto, issued by the US DOT, prohibiting discrimination against otherwise qualified persons with disabilities under any program or activity receiving federal financial assistance covered by this AGREEMENT. All fixed route systems are required to have a paratransit service in compliance with ADA.

#### SECTION 25. Disadvantaged Business Enterprise Policy

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal



funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The SUBRECIPIENT or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard the SUBRECIPIENT or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The SUBRECIPIENT and their contractors shall not discriminate on the basis of religion, race, color, national origin, or sex in the award and performance of US DOT-assisted contracts.

The SUBRECIPIENT will make every effort to locate DBE's to purchase materials and services for use in the PROJECT. To demonstrate reasonable efforts to meet the Disadvantaged Business Enterprise contract goal, the SUBRECIPIENT will provide documentation of the steps it has taken to obtain Disadvantaged Business Enterprise participation, including, but not limited to the following:

1. Attendance at a pre-bid meeting, if any, scheduled by the SUBRECIPIENT to inform DBE's of subcontracting opportunities under a given solicitation;
2. Advertisement in general circulation media, trade association publications, and disadvantaged-focus media before bids or proposals are due;
3. Written notification to Disadvantaged Business Enterprises that are available that their interest in the contract is solicited;
4. Efforts made to select portions of the work proposed to be performed by DBE's in order to increase the likelihood of achieving the stated goal;
5. Efforts to negotiate with Disadvantaged Business Enterprises for specific sub-bids including at a minimum:
  - a. The names, addresses, and telephone numbers of Disadvantaged Business Enterprises that were conducted.
  - b. A description of the information provided to Disadvantaged Business Enterprises regarding the plans and specifications for portions of work to be performed.
  - c. A statement of why agreement was not reached with Disadvantaged Business Enterprises.
  - d. Explanation when a SUBRECIPIENT determines that a Disadvantaged Business Enterprise is not qualified.

6. Effort made to assist the Disadvantaged Business Enterprise contacted that needed assistance in obtaining bonding or insurance required by the Kentucky Transportation Cabinet.

This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. TARC will make available names of DBE's that have been certified by the Kentucky Transportation Cabinet that have the capability to furnish these materials or services.

If as a condition of assistance, the SUBRECIPIENT has submitted and TARC has approved a disadvantaged business enterprise affirmative action program that the SUBRECIPIENT agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved program the US DOT shall impose such sanctions as noted in 49 CFR Part 26, which sanctions may include termination of the AGREEMENT or other measures that may affect the ability of the SUBRECIPIENT to obtain future US DOT financial assistance.

#### SECTION 26. Model Clauses

Attachment D, Federally Required and Model Contract Clauses, are herein made a part of this AGREEMENT. The SUBRECIPIENT shall include the Model Clauses in all contracts entered into pursuant to this AGREEMENT.

#### SECTION 27. Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by AGREEMENT between SUBRECIPIENT and TARC shall be referred to the Executive Director of TARC, or his duly authorized representative, whose decision shall be final.

#### SECTION 28. Termination

TARC may cancel this AGREEMENT at any time by giving thirty (30) days written notice of such cancellation to the SUBRECIPIENT for any of the following reasons:

1. The SUBRECIPIENT discontinues the use of the EQUIPMENT or PROPERTY during the PROJECT period for the purpose of providing public transportation services;
2. The SUBRECIPIENT fails to provide or support public transportation services during the PROJECT period;
3. The SUBRECIPIENT takes any action pertaining to this AGREEMENT without the approval of TARC and which, under the terms of this AGREEMENT, would have required the concurrence of TARC;

4. The commencement, prosecution or timely completion of the PROJECT by the SUBRECIPIENT is, for any reason, rendered improbable, impossible or illegal;
5. The SUBRECIPIENT is in default under any provision of this AGREEMENT;
6. The SUBRECIPIENT fails to provide all documents requested by TARC, including the completed Subrecipient Questionnaire and supporting documents, including an updated Title VI Plan;
7. TARC finds that the SUBRECIPIENT is not eligible to receive the federal funds awarded;
8. TARC finds that the SUBRECIPIENT is debarred, suspended, ineligible, or otherwise excluded from receiving federal funds.

Upon cancellation of this AGREEMENT under the provision of this paragraph, the SUBRECIPIENT agrees to dispose of the PROJECT EQUIPMENT and PROPERTY in accordance with the provisions of Section 7 of this AGREEMENT.

The SUBRECIPIENT reserves the right to cancel this AGREEMENT by giving thirty (30) days written notice of such cancellation to TARC. The parties hereto may terminate this AGREEMENT at any time upon mutual written agreement, in which case the EQUIPMENT and PROPERTY will be disposed of in accordance with the provisions of Section 7 of this AGREEMENT.

#### SECTION 29. Agreement Change

The SUBRECIPIENT shall immediately notify TARC of any change in conditions, or of any other event, which may significantly affect its ability to perform the program services in accordance with the provisions of this Agreement. Any proposed change in this Agreement must be by the mutual consent of SUBRECIPIENT and TARC and must have prior written approval of TARC. In no event shall any amendment to this Agreement be valid unless incorporated in writing into this Agreement.

#### SECTION 32. Debarment and Suspension

By signing this AGREEMENT, the SUBRECIPIENT certifies that it is not debarred, suspended, ineligible, or otherwise excluded from receiving federal funds.

The SUBRECIPIENT shall not use any funds awarded in this AGREEMENT to make a contract award to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well

as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (See 2 CFR 180.220 and Executive Orders 12549 and 12689.)

### SECTION 33. Violation or Breach of Contract Terms

If this AGREEMENT awards the SUBRECIPIENT more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and if the SUBRECIPIENT is found to be in violation or breach of the contract terms of this AGREEMENT, then TARC is required to address administrative, contractual, or legal remedies and provide for such sanctions and penalties as appropriate. TARC's sanctions and penalties may include but are not limited to: (a) withholding payment to the SUBRECIPIENT until the SUBRECIPIENT complies with the contract terms of this AGREEMENT and/or (b) cancellation, termination or suspension of this AGREEMENT, in whole or in part. Other sanctions and penalties may be imposed by the Federal Government if the SUBRECIPIENT has violated federal laws.

### SECTION 34. Legal Notifications

The SUBRECIPIENT shall promptly notify TARC and the FTA of any current or prospective legal matters that may affect the FTA or the Federal Government.

These notifications shall include:

1. List of litigations, breaches, defaults, disputes or instances where the Federal government was named as a party to litigation or a legal disagreement; and
2. List of false claims received or criminal violations committed related to Federal assistance; and
3. List of law enforcement investigations concerning the SUBRECIPIENT'S federally funded projects, to the extent known to the SUBRECIPIENT.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason.

The SUBRECIPIENT shall promptly notify TARC, and the FTA, and U.S. DOT OIG of any instances relating to false claims under the False Claims Act or fraud, waste or abuse.

The SUBRECIPIENT shall send all legal notifications to:

The TARC Grants Department Project Manager for SUBRECIPIENTS, and to

The FTA Chief Counsel or the FTA Regional Counsel for the region in which the SUBRECIPIENT is located (FTA Region 4).

DRAFT

**IN WITNESS WHEREOF**, the Transit Authority of River City and **X Nonprofit Entity** have by their duly authorized officials entered into this agreement on this **1st day of November, 2021**.

Transit Authority of River City

**X Nonprofit Entity**

\_\_\_\_\_  
**Carrie Butler**  
Executive Director/CEO

\_\_\_\_\_  
Subrecipient signatory

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\*

Approved as to form and legality:

BY: \_\_\_\_\_  
**Pat Mulvihill**  
TARC Counsel

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment A

### REQUIRED AGREEMENT INFORMATION

Subrecipient name (which must match the name associated with its unique entity identifier):

Name

Subrecipient's unique entity identifier (DUNS):

XXXX

Location of the subrecipient receiving the award:

Street

City, STATE, zip code

Federal award identification number (FAIN):

KY-XXXX-XXX

Award name:

Name on grant

Federal award date of award to the recipient by the Federal agency:

Date

Subaward period of performance start and end date:

Same as grant start and end dates

Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient:

Federal amount that has been awarded to this Subrecipient in this grant **AND** that has been **listed in a signed Subrecipient Agreement**.

Total amount of Federal funds obligated to the subrecipient by the pass-through entity including the current obligation:

Total amount of all federal funds that have been awarded to this Subrecipient by TARC in all grants **AND** that have been **listed in signed Subrecipient Agreements**.

Total amount of the Federal award committed to the subrecipient by the pass-through entity:

Federal amount that has been awarded to this Subrecipient in this grant, **REGARDLESS of whether it is listed in a signed Subrecipient Agreement yet.**

Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act:

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

Name of Federal awarding agency:

Federal Transit Administration (FTA)

Name of pass-through entity, and contact information for awarding official of the pass-through entity:

Transit Authority of River City (TARC)

XXXXX, Executive Director/CEO

1000 W. Broadway

Louisville, KY 40203

Catalog of Federal Domestic Assistance (CFDA) number and name:

20.513 Enhanced Mobility of Seniors and Individuals with Disabilities

Federal Dollar amount made available under this award:

Total Federal amount of this entire grant (including all ALIs for TARC and all subrecipients)



This award is not for R&D purposes.

This award does not involve indirect costs. No indirect cost rate or de minimus rate is being charged to this grant.

This award is not for labor, wages, or salaries for a construction project or construction work. Costs of labor, wages, and/or salaries for construction work are not be being charged to this grant.

DRAFT

## **ATTACHMENT B**

### **SCOPE OF WORK**

#### SECTION 1 Goal

The goal of X Nonprofit Entity's project is to acquire the vehicles, equipment, and/or services related to vehicles, for use in transporting seniors and individuals with disabilities, which are listed here:

*LIST EACH VEHICLE QUANTITY AND TYPE HERE:* (Example: "Two (2) wheelchair accessible minivans, One (1) full size van with wheelchair lift, etc. ....")

#### SECTION 2 SUBRECIPIENT's Responsibilities

The Subrecipient shall purchase the vehicles, equipment, and/or services, prepare invoices, maintain the vehicles, and submit reports in keeping with the terms and conditions identified in Sections 1 through 29 of this agreement. The Subrecipient shall operate the vehicles for their intended use and shall notify TARC upon the removal of any vehicle from service.

#### SECTION 3 Excluded Projects

The project shall not pay for labor, wages, or salaries for a construction project. No funds in this grant shall be used to pay for labor, wages, and/or salaries for construction work. Cost of labor, wages, and/or salaries for construction work will not be reimbursed to the SUBRECIPIENT by TARC through this grant.

Indirect Costs shall not be charged to this grant. No indirect cost rate or de minimus rate will be charged to this grant. Indirect Costs will not be reimbursed to the SUBRECIPIENT by TARC through this grant.

#### Definition of Indirect Costs:

Indirect Costs are costs that are not directly accountable to a cost object (such as a particular product or service). Indirect costs are also known as overhead. Indirect costs are general overhead costs that cannot be identified as specific items in a budget. If a cost can be listed as a specific item in a budget (such as a vehicle purchase, a repair cost, a fuel cost, an insurance bill, or a phone bill), then it is not an Indirect Cost.

# ATTACHMENT C

## PROJECT BUDGET

Description of Item	Federal Funds Awarded	(%)	Local Matching Funds Committed	(%)	TOTAL (Federal plus Local)	Useful Life of purchased item
Purchase Quantity Vehicle Description	\$Amount	80	\$Amount	20	\$Amount	4 years
Purchase Quantity Vehicle Description	\$Amount	80	\$Amount	20	\$Amount	4 years
Purchase Capital Maintenance for the Section 5310 vehicle fleet for the period from : XX/XX/20XX to XX/XX/20XX	\$Amount	80	\$Amount	20	\$Amount	>1 years
Operating Assistance for the Section 5310 vehicle fleet for the period from: XX/XX/20XX to XX/XX/20XX	\$Amount	50	\$Amount	50	\$Amount	< 1 years
Etc.....	Etc.....		Etc.....		Etc.....	
<b>TOTAL</b>	<b>\$Amount</b>		<b>\$Amount</b>		<b>\$Amount</b>	

## **ATTACHMENT D**

### **Federally Required and Model Contract Clauses**

**The following clauses shall be incorporated by reference into any contract that results from this SOLICITATION. Not all clauses may pertain to this SOLICITATION.**

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT-(ALL CONTRACTS)**

Notification to all parties of the contract that the Federal Government does not have contractual liability to third parties, absent specific written consent.

(1) "INSERT YOUR COMPANY/AGENCY NAME HERE" and the 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 "INSERT YOUR COMPANY/AGENCY NAME HERE", its Contractor(s) or any 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.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS-(ALL CONTRACTS)**

(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.

#### ACCESS, AUDIT, AND INSPECTION OF RECORDS AND REPORTS-(ALL CONTRACTS)

Contractor shall permit the authorized representatives of "INSERT YOUR COMPANY/AGENCY NAME HERE" , its authorizing entities, the Federal Transit Administration (FTA), the U.S. Department of Transportation (US DOT), the Comptroller General of the United States, or the Kentucky State Auditor, access to any books, documents, papers and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions during the course of the contract and for a period of three (3) years after final payment under this contract.

Contractor further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontractor also agrees that "INSERT YOUR COMPANY/AGENCY NAME HERE" , its authorizing entities, the Federal Transit Administration (FTA), the U.S. Department of Transportation (US DOT), the Comptroller General of the United States, or the Kentucky State Auditor or any of their duly authorized representatives shall during the course of the contract and for three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his

duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### MAINTENANCE OF RECORDS-(ALL CONTRACTS)

The Contractor shall, at all times, maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The Contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee's time spent on the project and itemization of applicable fringe benefit expenses.

#### OWNERSHIP OF DOCUMENTS-(ALL CONTRACTS)

“INSERT YOUR COMPANY/AGENCY NAME HERE” shall be the owner of all documents prepared pursuant to this Contract or provided to contractor by “INSERT YOUR COMPANY/AGENCY NAME HERE” . Any re-use of the documents by “INSERT YOUR COMPANY/AGENCY NAME HERE” for other than the purpose intended by this Contract shall impose no liability on the Contractor.

#### RECORD RETENTION-(ALL CONTRACTS)

During the course of the contract and for three years thereafter, “INSERT YOUR COMPANY/AGENCY NAME HERE” must retain intact and provide any data, documents, reports, records, contracts, and supporting materials relating to the contract as the federal government may require. Hence, such requirements shall also pertain to the Contractor.

#### FEDERAL CHANGES-(ALL CONTRACTS)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those directly or by reference in the Master Agreement between “INSERT YOUR COMPANY/AGENCY NAME HERE” 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.

#### TERMINATION-(ALL CONTRACTS)

a. Termination for Convenience (General Provision) "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" to be paid the Contractor. If the Contractor has any property in its possession belonging to "INSERT YOUR COMPANY/AGENCY NAME HERE", the Contractor will account for the same, and dispose of it in the manner "INSERT YOUR COMPANY/AGENCY NAME HERE" directs.

b. 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, "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract for default. Termination shall be affected 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" 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, "INSERT YOUR COMPANY/AGENCY NAME HERE", 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.

c. Opportunity to Cure (General Provision) "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" '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 "INSERT YOUR COMPANY/AGENCY NAME HERE" setting forth the nature of said breach or default, "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that "INSERT YOUR COMPANY/AGENCY NAME HERE" elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by "INSERT YOUR COMPANY/AGENCY NAME HERE" shall not limit "INSERT YOUR COMPANY/AGENCY NAME HERE" 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) "INSERT YOUR COMPANY/AGENCY NAME HERE" , 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.

f. 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, "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract for default. "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE".

g. 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, "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract for default. "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" goods, the Contractor shall, upon direction of "INSERT YOUR COMPANY/AGENCY NAME HERE" , protect and preserve the goods until surrendered to "INSERT YOUR COMPANY/AGENCY NAME HERE" or its agent. The Contractor and "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" .

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, "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract for default. "INSERT YOUR COMPANY/AGENCY NAME HERE" shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" , acts of another Contractor in the performance of a contract with "INSERT YOUR COMPANY/AGENCY NAME HERE" , epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within ten [10] days from the beginning of any delay, notifies "INSERT YOUR COMPANY/AGENCY NAME HERE" in writing of the causes of delay. If in the judgment of "INSERT YOUR COMPANY/AGENCY NAME HERE" , the delay is excusable, the time for completing the work shall be extended. The judgment of "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" .

i. Termination for Convenience or Default (Architect and Engineering) "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract in whole or in part, for "INSERT YOUR COMPANY/AGENCY NAME HERE" 's convenience or because of the failure of the Contractor to fulfill the contract obligations. "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 immediately discontinue all services affected (unless the notice directs otherwise), and 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 "INSERT YOUR COMPANY/AGENCY NAME HERE", 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, "INSERT YOUR COMPANY/AGENCY NAME HERE" may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by "INSERT YOUR COMPANY/AGENCY NAME HERE". 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 "INSERT YOUR COMPANY/AGENCY NAME HERE".

j. Termination for Convenience or Default (Cost-Type Contracts) "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" or 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 "INSERT YOUR COMPANY/AGENCY NAME HERE", or property supplied to the Contractor by "INSERT YOUR COMPANY/AGENCY NAME HERE". If the termination is for default, "INSERT YOUR COMPANY/AGENCY NAME HERE" 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of "INSERT YOUR COMPANY/AGENCY NAME HERE", 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, "INSERT YOUR COMPANY/AGENCY NAME HERE" 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, "INSERT YOUR COMPANY/AGENCY NAME HERE", 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 ACT OF 1964 TITLE VI-(ALL CONTRACTS)

(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:

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.

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.

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.

#### DBE REQUIREMENTS-(ALL CONTRACTS)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A DBE GOAL HAS NOT BEEN SET FOR THIS SOLICITATION. "INSERT YOUR COMPANY/AGENCY NAME HERE" encourages DBE participation even when a contract goal has not been established. Any DBE participation through prime contracting or subcontracting must be reported to "INSERT YOUR COMPANY/AGENCY NAME HERE".

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as "INSERT YOUR COMPANY/AGENCY NAME HERE" deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). "INSERT YOUR COMPANY/AGENCY NAME HERE" requires the contractor awarded the contract to make available upon request, a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with the initial bid/proposals prior to initial bids/proposals (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from "INSERT YOUR COMPANY/AGENCY NAME HERE" .

e. The Contractor must promptly notify "INSERT YOUR COMPANY/AGENCY NAME HERE" , whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of "INSERT YOUR COMPANY/AGENCY NAME HERE" .

It is the policy of the Department of Transportation and "INSERT YOUR COMPANY/AGENCY NAME HERE" that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106 © of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106 © of the STURRA of 1987, apply to this contract.

The Bidder/Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106 © of the STURRA of 1987, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this Agreement. In this regard, the Bidder/Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Bidder/Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the award and performance of subcontracts.

The Bidder/Contractor agrees to make good faith efforts to achieve the DBE goal specified on the attached DBE ASSURANCE form to be submitted with the Bidder's/Contractor's bid and incorporated into this contract by reference. The Bidder/Contractor agrees to document the entire DBE research process by submitting the document DBE CONTACT REPORT. The Bidder/Contractor also agrees to identify subcontractors to participate in this contract by completing the attached SCHEDULE OF DBE PARTICIPATION form, which must also be submitted with the Bidder's/Contractor's bid and incorporated into this contract by reference.

If the Bidder/Contractor fails to meet the stated goal, the Bidder/Contractor must submit in writing, documentation and proof of the Bidder's/Contractor's good faith efforts to obtain DBE participation on this Contract, (see DBE CONTACT REPORT) which shall include at a minimum, the steps identified in DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION, which is incorporated into this contract by reference. When the Bidder/Contractor is found to have failed to exert good faith efforts to involve DBEs in the work provided, "INSERT YOUR COMPANY/AGENCY NAME HERE" may declare that the Bidder/Contractor is ineligible to receive further "INSERT YOUR COMPANY/AGENCY NAME HERE" funds, whether as a contractor, subcontractor or consultant for a period of up to three (3) years.

Within fourteen (14) days after the bid opening, and prior to the execution of the contract, the Bidder/Contractor must submit copies of all DBE related sub-agreements between the Bidder/Contractor and subcontractors to "INSERT YOUR COMPANY/AGENCY NAME HERE" by completing the attached form titled LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR, along with the current DBE/MBE/WBE certifications of each subcontractor.

***"INSERT YOUR COMPANY/AGENCY NAME HERE", through its DBE officer, will monitor the Contractor's DBE involvement efforts during performance of this contract. Such review shall include, but not be limited to the following: the Contractor shall submit a monthly and a quarterly report of DBE participation on this contract to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's DBE Officer, which shall include at a minimum, copies of invoices submitted by the subcontractors, copies of draft or canceled checks made payable to the subcontractors, and progress reports of work performed and work to be completed by the DBE subcontractors.***

Any changes in previously reported anticipated DBE utilization shall be reported in writing to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's DBE Officer immediately with appropriate documentation of the reasons for such change. In the event there is a default on the part of a DBE subcontractor, it is incumbent upon the Contractor to exert sufficient reasonable effort to replace the defaulting DBE with a substitute DBE. The procedure to be followed shall include at a minimum: the Contractor shall immediately notify "INSERT YOUR COMPANY/AGENCY NAME HERE" of the DBE's default and of its intention to obtain a substitute DBE; the Contractor shall contact available DBE referral services and potential substitute DBEs; if no substitute DBE is found, the contractor shall forward documentation of its good faith efforts to do so. "INSERT YOUR COMPANY/AGENCY NAME HERE" shall have the right to approve or disapprove the selection of the substitute subcontractor.

### Demonstration of Good Faith Efforts to Obtain DBE Participation

To determine whether the Bidder/Contractor has made good faith efforts to obtain DBE participation on the contract, "INSERT YOUR COMPANY/AGENCY NAME HERE" will consider the following factors:

Attendance at the pre-bid meeting, if any meetings are scheduled by "INSERT YOUR COMPANY/AGENCY NAME HERE", to inform eligible DBE's of subcontracting opportunities under this contract.

Advertisement/publication at least fourteen days prior to projected bid opening in one or more of the following: general circulation media, trade association publications, minority-focus media, Internet, other wide-spread broadcast media.

If fourteen days are not available due to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's time schedule, advertisement/publication for a shorter reasonable time is acceptable.

Written notification to DBEs that their interest in the contract is solicited. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

Efforts made to negotiate with DBEs for specific portions of the work, including at a minimum):

The names, addresses and telephone numbers of DBEs contacted.

A description of the information provided to DBEs regarding work to be performed.

A statement of why additional agreements with DBEs were not reached.

Concerning each DBE subcontractor but rejected as unqualified, the reasons for the Contractors conclusion.

Efforts made to assist DBEs contacted that needed assistance in obtaining required bonding or insurance.

Efforts made to use the services of available minority/female community organizations; minority/female contractors' groups; local, state and Federal minority/female business assistance offices; and other organizations that provide assistance and placement of DBEs.

### Failure To Comply with DBE Requirements

When the Bidder/Contractor is found to have failed to exert good faith efforts to involve DBEs in the work provided, "INSERT YOUR COMPANY/AGENCY NAME HERE" may declare that the Bidder/Contractor is ineligible to receive any or further "INSERT YOUR COMPANY/AGENCY NAME HERE" funds, whether as a contractor, subcontractor, or consultant for a period of up to three (3) years.

This contract may be terminated by "INSERT YOUR COMPANY/AGENCY NAME HERE" if the awarded Contractor fails to maintain the stated DBE goal, or fails to demonstrate good faith efforts to do so.

DBE Program Definitions (as used in the contract)

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. OR

Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women individuals; and

Whose management and daily business operations are controlled by one or more women individuals who own it.

"Small business concern" means a small business as defined by section 3 of the Small Business Act and Appendix B-Section 106(c) Determinations of Business Size.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indians Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

A. "Black Americans," include persons having origins in any of the Black racial groups of Africa.

B. "Hispanic Americans," includes persons of Latin America, South America, Portugal and Spain, regardless of race;

C. "Native Americans," includes persons who are American Indians, Eskimos, Aleuts, and Native Hawaiians;

D. "Asian-Pacific Americans," includes persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands [Republic of Palau], Commonwealth of the Northern Mariana Islands, Laos, Cambodia [Kampuchea], Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; and



E. "Subcontinent Asian Americans," includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal.

F. "Women," includes women regardless of race, ethnicity, or origin.

G. "Non-Minority," includes individuals NOT found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act.

H. "Other," includes groups designated from time to time by the SBA.

#### Socio-Economic Requirements for the Acquisition of Property and Services.

##### (1) Labor.

(a) Veterans Employment. – Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### Affirmative Action Assurance Plan.

All bidders will be required to comply with all Equal Employment Opportunity laws and regulations and file with "INSERT YOUR COMPANY/AGENCY NAME HERE" 's DBE Officer, if requested, an Affirm Affirmative Action Assurance Plan, consistent with "INSERT YOUR COMPANY/AGENCY NAME HERE" 's non-discriminatory policy, subject to "INSERT YOUR COMPANY/AGENCY NAME HERE" approval.

The bid of any proposer, who, in "INSERT YOUR COMPANY/AGENCY NAME HERE" 's judgment, has failed to comply with such laws and regulations, even though their bid may be the lowest in dollar amounts, may be rejected.

#### Substitution of Disadvantaged Subcontractors.

In the event of a DBE Subcontractor's inability to perform, Contractor shall notify "INSERT YOUR COMPANY/AGENCY NAME HERE" immediately of the default. The notice to "INSERT YOUR COMPANY/AGENCY NAME HERE" shall also contain an expression of intent to exercise good faith to replace the defaulting DBE with another DBE, if it is possible to do so. Contractor shall contact available DBE referral services and individual DBEs in furtherance of its good faith efforts. If a new DBE is obtained,

Contractor shall notify "INSERT YOUR COMPANY/AGENCY NAME HERE" with copies of a new or amended contract and a new certification form. Contractor shall obtain "INSERT YOUR COMPANY/AGENCY NAME HERE" approval to ensure use of a certified DBE as a substitute. "INSERT YOUR COMPANY/AGENCY NAME HERE" reserves the right to disqualify the proposed substitute on grounds other than DBE eligibility.

Upon approval of the proposed substitute, "INSERT YOUR COMPANY/AGENCY NAME HERE" shall notify Contractor of such findings.

#### "INSERT YOUR COMPANY/AGENCY NAME HERE" 's FTA Approved DBE Program

A copy of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's FTA approved DBE Program is available for review at "INSERT YOUR COMPANY/AGENCY NAME HERE" 's Purchasing Department. A request must be sent to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's Director of Purchasing to arrange review of the DBE Program documents.

#### INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS-(ALL CONTRACTS)

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 4220.1F (latest version), 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 "INSERT YOUR COMPANY/AGENCY NAME HERE" requests, which would cause "INSERT YOUR COMPANY/AGENCY NAME HERE" to be in violation of the FTA terms and conditions.

#### ENVIRONMENTAL RESOURCE CONSERVATION AND ENERGY REQUIREMENTS-(ALL CONTRACTS)

"INSERT YOUR COMPANY/AGENCY NAME HERE" recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to any resulting contract. Some, but not all, of the major Federal laws that affect a contract include: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq; the Clean Air Act, as amended, and scattered sections of 33 and U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq; and the comprehensive Environment Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq; "INSERT YOUR COMPANY/AGENCY NAME HERE"

also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA) and other agencies of the Federal government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders, or other directives that may affect the contract.

Accordingly, "INSERT YOUR COMPANY/AGENCY NAME HERE" must agree to adhere to, and impose on its contractors, any such federal requirements as the government may now or in the future promulgate. Listed below are Requirements of particular concern to the FTA. "INSERT YOUR COMPANY/AGENCY NAME HERE" and its contractors must understand that this list may not constitute "INSERT YOUR COMPANY/AGENCY NAME HERE" 's entire obligation to meet federal requirements.

#### A. ENVIRONMENTAL PROTECTION

To the extent applicable, "INSERT YOUR COMPANY/AGENCY NAME HERE" and its contractors agree to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 49 U.S.C. app 1610I; the Council on Environmental Quality Regulations, 40 CFR, Part 1500 et seq; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622

#### B. AIR POLLUTION

"INSERT YOUR COMPANY/AGENCY NAME HERE" and its contractors agree to comply with the joint FHWA /FTA regulations, "Air Quality conformity and Priority Procedures", for use in Federal-Aid Highway and 49 CFR Part 623. "INSERT YOUR COMPANY/AGENCY NAME HERE" and its contractors agree to obtain satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of such contract are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations; "CONTROL OF AIR POLLUTION FROM MOTOR VEHICLES AND OF AIR POLLUTION FROM NEW AND IN-USE MOTOR VEHICLES: CERTIFICATION AND TEST PROCEDURES", 40 CFR Part 86; and FUEL ECONOMY OF MOTOR VEHICLES", 40 CFR Part 600; in accordance with the applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

#### C. USE OF PUBLIC LANDS

No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local

significance may be used for the contract unless specific findings required by 49 U.S.C. 303 are made by the U.S. DOT.

#### D. HISTORIC PRESERVATION

“INSERT YOUR COMPANY/AGENCY NAME HERE” and its contractors agree to assist the government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. 470f, involving historic and archeological preservation by:

Consulting with the State Historical Preservation Officer on the conduct of investigations, in accordance with Advisory council on historic Preservation regulations, “Protection of Historic and Cultural Properties”, 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Registry of Historic Places that may be affected by the contract and notifying the government (FTA) of the existence of any such properties.

Complying with all Federal Requirements to avoid or mitigate adverse effect upon such properties.

#### ENERGY CONSERVATION-(ALL CONTRACTS)

“INSERT YOUR COMPANY/AGENCY NAME HERE” and its contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.

#### MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS-(ALL CONTRACTS)

Should the proposed contract cause adverse environmental effects, “INSERT YOUR COMPANY/AGENCY NAME HERE” and its contractors agree to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

“INSERT YOUR COMPANY/AGENCY NAME HERE” and its contractors agree to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 U.S.C. 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of such contract by reference. If some or all mitigation measures are deferred, as soon as the government and “INSERT YOUR COMPANY/AGENCY NAME HERE” agree on those measures, those agreed-upon

measures will be incorporated into such contract. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES-(ALL CONTRACTS)

“INSERT YOUR COMPANY/AGENCY NAME HERE” and Contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) U.S.C. § § 12101 et seq. and 49 U.S.C. § 322; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of Federal Transit Act, amended 49 U.S.C. APP § 1612; and the following regulations and any amendments thereto:

A. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 CFR, Part 37

B. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities receiving or benefiting from Federal financial Assistance” 49 CFR, Part 27.

C. U.S. DOT regulations, “American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles”, 49 CFR Part 38.

Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State or Local Government Services”, 28 CFR Part 36.

D. DOT regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”, 28 CFR Part 36.

E. General Services Administration regulations, “Construction and Alternation of Public Buildings”, Accommodations for the Physically Handicapped”, 41 CFR, Part 101-19.

F. Equal Employment Opportunity Commission (EEOC) “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 CFR Part 1630.

G. Federal Communications Commission Regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled”, 47 CFR, Part 64, Subpart F.

H. Federal Transit Administration Regulations, “Transportation for Elderly and Handicapped Persons”, 49 CFR Part 609.

#### DEBARMENT AND SUSPENSION-(ALL CONTRACTS)

"INSERT YOUR COMPANY/AGENCY NAME HERE" must obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with U.S. DOT regulations, "Government-wide Debarment and Suspension. (Non-procurement) and Government-wide requirements for Drug-Free Workplace (Grants), " 49 CFR Part 29.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by "INSERT YOUR COMPANY/AGENCY NAME HERE". If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to "INSERT YOUR COMPANY/AGENCY NAME HERE", the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### BUY AMERICA REQUIREMENTS-(CERTIFICATION FORM MUST BE INCLUDED ON ALL CONTRACTS)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7s. and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning fund. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to "INSERT YOUR COMPANY/AGENCY NAME HERE" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### DISPUTE RESOLUTION-(ALL CONTRACTS)

Any dispute arising under this contract, which is not disposed by agreement, shall be decided by "INSERT YOUR COMPANY/AGENCY NAME HERE" , which shall reduce its decision to writing and furnish a copy of same to contractor. "INSERT YOUR COMPANY/AGENCY NAME HERE" 's obligation to provide a written decision shall be limited to its providing a written statement setting forth its conclusion; it shall not be required to state its reasoning, although it may choose to do so pending any administrative decision or litigation concerning a dispute arising under this contract, contractor shall proceed diligently with its performance under this contract unless otherwise directed by "INSERT YOUR COMPANY/AGENCY NAME HERE" .

#### CHANGE ORDERS-(ALL CONTRACTS)

Any proposed change in contract(s) resulting from this SOLICITATION shall be submitted to "INSERT YOUR COMPANY/AGENCY NAME HERE" for its prior approval, and "INSERT YOUR COMPANY/AGENCY NAME HERE" will make any subsequent changes by contract modifications.

"INSERT YOUR COMPANY/AGENCY NAME HERE" may, at any time, by a written order, make changes, within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under contract, an equitable adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly. Any claim by contractor for adjustment under this clause must be asserted within 30 days from the date or receipt by contractor of the change, provided, however, that "INSERT YOUR COMPANY/AGENCY NAME HERE" , if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse contractor from proceeding with the contract as changed.

#### CONTRACT DURATION-(ALL CONTRACTS)

The duration of this contract shall be in accordance with the Scope of Work portion of the SOLICITATION. The contract may be extended by providing written notice to the Contractor within the time specified in the Scope of Work. The Contractor shall be given a preliminary written notice of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's intent to extend the contract at least 60 days before the contract expires. The preliminary notice does not commit "INSERT YOUR COMPANY/AGENCY NAME

HERE” to an extension. The total duration of this contract, including the exercise of the option under this clause, shall not exceed the time specified in the Scope of Work.

#### COVENANT AGAINST CONTINGENT FEES-(ALL CONTRACTS)

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by contractor for the purpose of securing business. For breach of violation of this warranty, “INSERT YOUR COMPANY/AGENCY NAME HERE” shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### ENTIRE AGREEMENT-(ALL CONTRACTS)

This contract contains the entire agreement between “INSERT YOUR COMPANY/AGENCY NAME HERE” and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by a written instrument signed by both “INSERT YOUR COMPANY/AGENCY NAME HERE” and the Contractor.

#### EQUAL EMPLOYMENT OPPORTUNITY-(ALL CONTRACTS)

During the performance of any resulting contract, proposer shall agree as follows: Contractor will not discriminate against any employee or applicant for employment because of age, sex, disability, race, creed, color, marital status, sexual orientation, or national origin. Contractor will take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their age, sex, disability, race, creed, marital status, sexual orientation, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment by advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in accessible places, available to employees and applicants of for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant order of the Secretary of Labor, if applicable. The Contractor shall also insert the foregoing provisions in all subcontracts.

#### FUNDING-(ALL CONTRACTS)



The proposed contract may be funded in part from the FTA, the MTTF (Mass Transit Trust Fund) or from KYTC. Each bidder shall examine all contract documents, noting particularly, all requirements, which will affect bidder's work in any way.

#### INDEMNIFICATIONS-(ALL CONTRACTS)

Contractor shall indemnify and save harmless "INSERT YOUR COMPANY/AGENCY NAME HERE", its directors, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage. Such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of contractor's employees and agents. Except to the extent of liability imposed due to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's own negligence.

#### INDEPENDENT CONTRACTOR-(ALL CONTRACTS)

Contractor shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pension, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under this contract, and further agrees to indemnify and save harmless "INSERT YOUR COMPANY/AGENCY NAME HERE" from any such contributions or taxes or liability thereof.

#### INSURANCE-(ALL CONTRACTS)

##### EVIDENCE AND CANCELLATION OF INSURANCE-(ALL CONTRACTS)

Prior to execution of the contract, the contractor shall file with "INSERT YOUR COMPANY/AGENCY NAME HERE" evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to "INSERT YOUR COMPANY/AGENCY NAME HERE" at least thirty (30) days prior to the effective date of any cancellation lapse or material change in the policy. Any failure to

mail such notice shall not relieve the insurance company, its agents or representatives from obligations and/or liability hereunder.

The contractor shall, upon demand of "INSERT YOUR COMPANY/AGENCY NAME HERE", deliver to "INSERT YOUR COMPANY/AGENCY NAME HERE" a true and complete copy of such policy or policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon; and should the contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to "INSERT YOUR COMPANY/AGENCY NAME HERE", then "INSERT YOUR COMPANY/AGENCY NAME HERE" shall request that the contractor deliver a specific action plan to acquire such insurance and/or deliver policies and receipts within three (3) days or before any further performance hereunder, whichever is first.

Failure to provide such insurance in a time-frame acceptable to "INSERT YOUR COMPANY/AGENCY NAME HERE" shall enable "INSERT YOUR COMPANY/AGENCY NAME HERE" to suspend or terminate the contractor's work hereunder in accordance with Section 4.50, "TERMINATION". Suspension or termination of this contract shall not relieve the contractor from its insurance obligations hereunder.

## INSURANCE REQUIREMENTS

Contractor and any of its subcontractors shall carry insurance as follows for the duration of the Contract: The Contractor is responsible for requiring compliance by all its subcontractors. Contractor will provide "INSERT YOUR COMPANY/AGENCY NAME HERE" with copies of all insurance policies.

### A. Statutory Workers' Compensation

Contractor shall maintain a Workers Compensation insurance policy, insuring the employer's obligations under Kentucky Revised Statutes policy to the statutory limit for each employee for each accident / \$500,000 Disease Policy Limit / \$100,000 Disease-each.

### B. Comprehensive General Liability

Contractor shall maintain a Commercial General Liability insurance policy with a minimum coverage of \$1,000,000 combined single occurrence for any occurrence for Bodily Injury, Personal Injury and Property Damage. The Authority shall be named as an additional insured on the policy of this insurance.

### C. Errors and Omissions Policy

Contractor shall be required to maintain an Error and Omissions Policy in the minimum amount of \$500,000.

### D. Automobile Liability Insurance

Contractor shall be required to maintain an "Automobile" Liability insurance policy covering all Owned, Non-Owned and Hired Motor Vehicles with a minimum coverage of \$1,000,000 for each occurrence.

#### LAWS OF KENTUCKY-(ALL CONTRACTS)

The rights and duties of the parties hereto shall be determined by the laws of the Commonwealth of Kentucky, and to that end the contract shall be construed and considered as a contract made and to be performed in the County of Jefferson, Kentucky.

#### LIMITED LIABILITY-(ALL CONTRACTS)

By virtue of the provisions of Chapter 96A of the Kentucky Revised Code, "INSERT YOUR COMPANY/AGENCY NAME HERE" is a political subdivision of the Commonwealth of Kentucky, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, Transit Authority of River City, shall be liable hereunder.

#### NON-COLLUSION AFFIDAVIT-(ALL CONTRACTS)

Bidders shall submit an affidavit stating that neither bidder nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract(s) that may result from this SOLICITATION, and further agrees that no such money or consideration will be hereafter paid. This affidavit must be on the form provided by "INSERT YOUR COMPANY/AGENCY NAME HERE", which is made a part of this SOLICITATION.

#### NONDISCRIMINATION-(ALL CONTRACTS)

During the performance of this contract, contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, age, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, creed, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in accessible places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in accessible places available to employees and applicants for employment.

C. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

D. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further "INSERT YOUR COMPANY/AGENCY NAME HERE" contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

F. Contractor will include the foregoing provisions of this paragraph in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor purchase order as "INSERT YOUR COMPANY/AGENCY NAME HERE" may direct as a means of enforcing such provisions, including sanctions for noncompliance, providing, however, that in the event Contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by "INSERT YOUR COMPANY/AGENCY NAME HERE", Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### PAYMENTS-(ALL CONTRACTS)

Contractor shall be paid, upon the submission of activity reports with proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided, within 30 days.

#### PROMPT PAYMENT-(ALL CONTRACTS)

It is the policy of "INSERT YOUR COMPANY/AGENCY NAME HERE" and the USDOT that under 49 CFR 26.29 Prompt Payment Mechanism that the Contractor shall pay all subcontractors within ten (10) working days after Contractor has received payment from "INSERT YOUR COMPANY/AGENCY NAME HERE" for work completed and/or materials furnished and invoiced by such subcontractors under contract on FTA federally-assisted contracts.

Contractor shall not hold any retainage from amounts due such subcontractor, it being understood that only "INSERT YOUR COMPANY/AGENCY NAME HERE" has the right to hold retainage in accordance with the contract documents.

#### PRICE COMPLETE-(ALL CONTRACTS)

The price quoted in any bid submitted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the services pursuant to this SOLICITATION. Any items omitted from the SOLICITATION, which are clearly necessary for the services, and their intended use shall be considered a portion of such services although not directly specified or called for in this SOLICITATION. No advantage shall be taken by the proposer in the omission of any part or detail, which makes the services complete.

#### PRIVACY ACT REQUIREMENTS-(ALL CONTRACTS)

"INSERT YOUR COMPANY/AGENCY NAME HERE" must comply with the Privacy Act of 1974, 5 U.S.C. s 552a, and regulations thereunder, when performance under the Project involves the design, development or operation of any system of records on individuals to be operated by "INSERT YOUR COMPANY/AGENCY NAME HERE" its third party contractors, sub-recipients, or their employees to accomplish a Government function;

The Proposer agrees to notify "INSERT YOUR COMPANY/AGENCY NAME HERE" when the proposer or any of its third party contractors, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The proposer, its third party contractors, and their employee agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act.

#### PROHIBITED INTEREST-(ALL CONTRACTS)

No member, officer, trustee or employee of "INSERT YOUR COMPANY/AGENCY NAME HERE" or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof

#### INTEREST OF MEMBERS OF OR DELEGATES IN CONGRESS-(ALL CONTRACTS)

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### PROPERTY AT TERMINATION-(ALL CONTRACTS)

In the event of termination either for default or for the convenience of "INSERT YOUR COMPANY/AGENCY NAME HERE" , Contractor shall account for any property in its possession paid for from funds received from "INSERT YOUR COMPANY/AGENCY NAME HERE" , or property supplied to contractor by "INSERT YOUR COMPANY/AGENCY NAME HERE" .

#### PROTEST PROCEDURES-(ALL CONTRACTS)

Protests may be made by prospective bidders/offerors whose direct economic interest would be affected by a SOLICITATION, proposed award, or award of a contract. "INSERT YOUR COMPANY/AGENCY NAME HERE" will consider all protests made in a timely manner, whether submitted before or after an award. All protests are to be submitted in writing to Transit Authority of River City; Attn: Executive Director; 1000 West Broadway; Louisville, Kentucky 40203. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Identification of the SOLICITATION or contract.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement as to what relief is requested.

Protests must be submitted to "INSERT YOUR COMPANY/AGENCY NAME HERE" in accordance with these procedures and time requirements stated herein. Protests must be complete and contain all issues that the protestor believes relevant. "INSERT YOUR COMPANY/AGENCY NAME HERE" 's protest procedures will be referenced in all

SOLICITATION documents so all interested parties shall know their rights under these protest procedures.

Protests Prior to Bid Opening:

Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid or proposal opening must be submitted in writing to "INSERT YOUR COMPANY/AGENCY NAME HERE" and must be received at least three (3) days prior to bid/proposal opening. Bids will not be opened until seven (7) days after resolution of the protest unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or
- c. Failure to make award will otherwise cause undue harm to "INSERT YOUR COMPANY/AGENCY NAME HERE" or the state/federal government.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that it is in the best interest of all concerned to delay any step. Oral protests not followed up by a written protest will not be considered. "INSERT YOUR COMPANY/AGENCY NAME HERE" may request additional information from the protesting party, or information or a response from other bidders, which must be submitted in writing to "INSERT YOUR COMPANY/AGENCY NAME HERE" not later than ten (10) days from the date of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's request.

So far as practicable, protests will be decided upon the basis of the written material submitted by all sources so all parties are urged to make written submissions as complete as possible. Failure of any party to respond timely to a request for information may be deemed by "INSERT YOUR COMPANY/AGENCY NAME HERE" that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the protest will proceed and will not be delayed due to the lack of a response.

Upon receipt of a protest, appropriate "INSERT YOUR COMPANY/AGENCY NAME HERE" staff, "INSERT YOUR COMPANY/AGENCY NAME HERE" 's Legal Counsel and, any independent evaluation deemed appropriate by "INSERT YOUR COMPANY/AGENCY NAME HERE" , shall review the written protest submissions , and within ten (10) days shall, either (a) render a final written decision which responds in detail to each substantive issue raised in the protest, or (b) at the sole election of "INSERT YOUR COMPANY/AGENCY NAME HERE" , conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their

respective positions, facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following any informal hearing, "INSERT YOUR COMPANY/AGENCY NAME HERE" shall render a decision, and advise all interested parties thereof in writing no later than ten (10) days from the date of the informal hearing.

#### Protests After Bid Opening/Prior to Award:

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to "INSERT YOUR COMPANY/AGENCY NAME HERE" and must be received by "INSERT YOUR COMPANY/AGENCY NAME HERE" within seven (7) days of the bid opening. The process outlined above for receiving and resolving protests received before bid opening will be followed for any protest received under this section.

Notice of the protest and the basis therefore will be given to all respondents. In addition, when a protest against the making of an award is received and "INSERT YOUR COMPANY/AGENCY NAME HERE" decides to withhold the award pending disposition of the protest, the bidders/offerors whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or withdraw the bid or proposal.

Where a written protest against the making of an award is received in the time specified, award will not be made until at least seven (7) days after resolution of the protest unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or
- c. Failure to make award will otherwise cause undue harm to "INSERT YOUR COMPANY/AGENCY NAME HERE" or the state/federal government.

#### Protests After Award:

Protests received after award has been made will be considered only under the following circumstance. The contractor shall be furnished with the notice of the protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by "INSERT YOUR COMPANY/AGENCY NAME HERE", the execution of the contract will not be made until seven (7) days after resolution of the protest unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that:



- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or
- c. Failure to make award will otherwise cause undue harm to "INSERT YOUR COMPANY/AGENCY NAME HERE" or the state/federal government.

### Appeal Process

An appeal of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's decision or request to reconsider such decision will only be allowed if data becomes available that was not previously known and could not have been discovered through reasonable efforts of the protestor or if there has been an error of law or regulation. Such appeal or request to reconsider must be made within five (5) days after "INSERT YOUR COMPANY/AGENCY NAME HERE" 's decision. If an appeal or request to reconsider is made, the appeal shall be submitted in the same format as the original protest to "INSERT YOUR COMPANY/AGENCY NAME HERE" 's Executive Director. Review of any appeal information shall be made by the Executive Director, or his/her designee and "INSERT YOUR COMPANY/AGENCY NAME HERE" 's Legal Counsel. The final decision of the appeal shall be made by the Executive Director, or his/her designee with guidance by "INSERT YOUR COMPANY/AGENCY NAME HERE" Legal Counsel. "INSERT YOUR COMPANY/AGENCY NAME HERE" shall respond in writing no later than ten (10) days from the receipt date of appeal or request to reconsider.

### Protests to Federal Transit Administration:

Under certain limited circumstances, an interested party may protest to FTA if the procurement involves funds from an FTA grant. FTA's review of any protest will be limited to an alleged failure by "INSERT YOUR COMPANY/AGENCY NAME HERE" to have written protest procedures or alleged failure by "INSERT YOUR COMPANY/AGENCY NAME HERE" to follow such procedures. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors desiring to do so shall file a protest with FTA not later than five (5) days after the final decision of "INSERT YOUR COMPANY/AGENCY NAME HERE" is rendered under the "INSERT YOUR COMPANY/AGENCY NAME HERE" protest procedure. In instances where the protestor alleges that "INSERT YOUR COMPANY/AGENCY NAME HERE" failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) days after the protestor knew or should have

known of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's failure to render a final determination on the protest.

Protests to FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to "INSERT YOUR COMPANY/AGENCY NAME HERE" . The protest filed with FTA shall be filed in accordance with FTA circular 4220.1F, include the name and address of the protestor, identify the "INSERT YOUR COMPANY/AGENCY NAME HERE" project number, contain a statement of the grounds for the protest and any supporting documentation, and include a copy of the local protest filed with "INSERT YOUR COMPANY/AGENCY NAME HERE" and a copy of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's decision, if any.

#### REQUIRED PROVISIONS DEEMED INSERTED-(ALL CONTRACTS)

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### SALES TAX-(ALL CONTRACTS)

"INSERT YOUR COMPANY/AGENCY NAME HERE" is a tax-exempt institution and is free from all state and federal taxes. No such taxes shall be included in the Contractor's charges to "INSERT YOUR COMPANY/AGENCY NAME HERE" . However, the contractor may be liable for payment of sales and use taxes on materials, which he purchases for fulfilling this contract.

#### SUBCONTRACT APPROVAL-(ALL CONTRACTS)

"INSERT YOUR COMPANY/AGENCY NAME HERE" shall have the right to approve or disapprove all subcontracts in accordance with the following provisions.

As used in this clause, the term "subcontract" includes subcontracts and major supplies of material or services to the Contractor.

Contractor shall notify "INSERT YOUR COMPANY/AGENCY NAME HERE" reasonably in advance of entering into any subcontract if Contractor's procurement system has not been approved by "INSERT YOUR COMPANY/AGENCY NAME HERE" and if the subcontract:

A. Is to be a cost-reimbursement, time and materials, or labor-hour contract, which is estimated to involve an amount in excess of ten thousand dollars (\$10,000) including any fee;

B. Is expected to exceed one hundred thousand dollars (\$100,000); or

C. Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate, are expected to exceed one hundred thousand \$100,000 dollars.

The advance notification required by the above shall include: A description of the supplies or services to be called for by the subcontract;

Identification of the proposed subcontractor and an explanation of why and how the proposed subcontract was selected including the competition obtained: The proposed subcontract price, together with Contractor's cost or price analysis thereof;

The subcontractor's current, complete and accurate cost or pricing data and Certificate of Current Cost of Pricing Data, when such data and certificates are required by other provisions of this contract to be obtained from the subcontractor; Identification of the type of subcontract to be used; and

Contractor shall not enter into any subcontract for which advance notification to "INSERT YOUR COMPANY/AGENCY NAME HERE" is required by this clause, without prior written consent of "INSERT YOUR COMPANY/AGENCY NAME HERE" , provided, that "INSERT YOUR COMPANY/AGENCY NAME HERE" , in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of "INSERT YOUR COMPANY/AGENCY NAME HERE" required by this paragraph.

Neither consent by "INSERT YOUR COMPANY/AGENCY NAME HERE" to any subcontract nor any provision thereof nor approval of Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

Strict compliance with the provisions of this paragraph shall be a condition for any reimbursement by "INSERT YOUR COMPANY/AGENCY NAME HERE" of the cost of subcontracts or material purchased by Contractor. The provisions of this clause in no way limit the provision of the clause entitled "Substitution of DBE Subcontractors".

#### WORKER'S COMPENSATION-(ALL CONTRACTS)

Contractor shall comply with the state Workers' Compensation laws as applicable, and shall pay the necessary premiums required by such laws to cover all employees furnishing the services purchased under the terms of this contract and under the control of Contractor, and shall relieve "INSERT YOUR COMPANY/AGENCY NAME HERE" from any costs due to accidents or other liabilities mentioned in said Act. If Contractor is a self-insurer under the Kentucky Workers' Compensation Act, and duly authorized as such, it shall tender to "INSERT YOUR COMPANY/AGENCY NAME HERE" proof of such status. Contractor shall, from time to time upon request, tender to "INSERT YOUR COMPANY/AGENCY NAME HERE" a certificate evidencing its compliance with the Worker's Compensation Act.

#### LOBBYING – Restrictions-(ALL CONTRACTS OVER \$100,000)

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) Language in Lobbying Certification is mandated by 2 CFR part 200 and 2 CFR part 1201, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to "INSERT YOUR COMPANY/AGENCY NAME HERE" .

#### CLEAN WATER/CLEAN AIR ACT-(ALL CONTRACTS OVER \$100,000)

Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 942 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants or loans, of facilities included in the Environmental Protection Agency (EPA) List of Violating Facilities. This provision also requires the reporting of any violations to FTA and the EPA.

#### ENVIRONMENTAL VIOLATIONS-(ALL CONTRACTS OVER \$100,000)

For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368, executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, or loans, of facilities included on the EPA List for violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

#### DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS-(ALL CONTRACTS WITH CONSTRUCTION OVER \$2,000)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the

classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1.Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2.The classification is utilized in the area by the construction industry; and
- 3.The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- 4.With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer

or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- 1.The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2.The classification is utilized in the area by the construction industry; and
- 3.The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding – “INSERT YOUR COMPANY/AGENCY NAME HERE” shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, “INSERT YOUR COMPANY/AGENCY NAME HERE” may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a



plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to "INSERT YOUR COMPANY/AGENCY NAME HERE" for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1.(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2.(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3.(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SPECIAL DOL EEO CLAUSE-(ALL CONTRACTS WITH CONSTRUCTION OVER \$10,000)

All construction contracts exceeding \$10,000.00 must follow regulations found in 41 CFR, Subtitle B, Chapter 60, Part 60-4.

By operation of the order, the equal opportunity clause contained in §60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in §60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in §60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

BONDING REQUIREMENTS-(ALL CONSTRUCTION CONTRACTS OVER \$100,000 AND AT "INSERT YOUR COMPANY/AGENCY NAME HERE" 'S DISCRETION (SEE DETAILS BELOW))

## Bid Bond Requirements (Construction)

### (A) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to "INSERT YOUR COMPANY/AGENCY NAME HERE" and listed as a company currently authorized under 31 CFR, Part 223, as possessing a Certificate of Authority as described thereunder:

### (B) Rights Reserved

In submitting this Bid, it is understood and agreed by Bidder that the right is reserved by "INSERT YOUR COMPANY/AGENCY NAME HERE" to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of "INSERT YOUR COMPANY/AGENCY NAME HERE" .

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of "INSERT YOUR COMPANY/AGENCY NAME HERE" , shall refuse or be able to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of "INSERT YOUR COMPANY/AGENCY NAME HERE" 's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by "INSERT YOUR COMPANY/AGENCY NAME HERE" as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense "INSERT YOUR COMPANY/AGENCY NAME HERE" for the damages occasioned by default, then the undersigned bidder agrees to indemnify "INSERT YOUR COMPANY/AGENCY NAME HERE" and pay over to "INSERT YOUR COMPANY/AGENCY NAME HERE" the difference between the bid security and "INSERT YOUR COMPANY/AGENCY NAME HERE" 'S total damages, so as to make "INSERT YOUR COMPANY/AGENCY NAME HERE" whole.

## Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

### (A) Performance Bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that a lesser amount would be adequate for the protection of "INSERT YOUR COMPANY/AGENCY NAME HERE" .

2. "INSERT YOUR COMPANY/AGENCY NAME HERE" may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. "INSERT YOUR COMPANY/AGENCY NAME HERE" may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### (B) Payment bonds

The penal amount of the payment bonds shall equal:

Fifty percent of the contract price if the contract price is not more than \$1 million.

Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

Two and one half million if the contract price is more than \$5 million.2. If the original contract price is \$5 million or less, "INSERT YOUR COMPANY/AGENCY NAME HERE" may require additional protection as required by subparagraph 1 if the contract price is increased.

#### Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect "INSERT YOUR COMPANY/AGENCY NAME HERE" 's interest.

The following situations may warrant a performance bond:

"INSERT YOUR COMPANY/AGENCY NAME HERE" property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

A contractor sells assets to or merges with another concern, and "INSERT YOUR COMPANY/AGENCY NAME HERE" , after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

Substantial progress payments are made before delivery of end items starts.

Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

The penal amount of performance bonds shall be 100 percent of the original contract price, unless "INSERT YOUR COMPANY/AGENCY NAME HERE" determines that a lesser amount would be adequate for the protection of "INSERT YOUR COMPANY/AGENCY NAME HERE" .

"INSERT YOUR COMPANY/AGENCY NAME HERE" may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. "INSERT YOUR COMPANY/AGENCY NAME HERE" may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

A payment bond is required only when a performance bond is required, and if the use of payment bond is in "INSERT YOUR COMPANY/AGENCY NAME HERE" 's interest.

When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

Fifty percent of the contract price if the contract price is not more than \$1 million;

Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

Two and one half million if the contract price is increased.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-(ALL OPERATIONS/MANAGEMENT, ROLLING STOCK, AND CONSTRUCTION CONTRACTS OVER \$100,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – “INSERT YOUR COMPANY/AGENCY NAME HERE” shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.



## SEISMIC SAFETY-(ALL A&E AND CONSTRUCTION CONTRACTS FOR NEW BUILDINGS AND ADDITIONS)

The Contractor agrees that any new building or addition to an existing building will be designated and constructed in accordance with the standards of Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certificate of compliance issued on the project.

## TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS-(ALL TRANSIT OPERATIONS CONTRACTS)

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

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

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S.

DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

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

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

#### CHARTER SERVICE OPERATIONS-(ALL OPERATIONS/MANAGEMENT CONTRACTS)

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

#### SCHOOL BUS OPERATIONS-(ALL OPERATIONS/MANAGEMENT CONTRACTS)

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## TRANSPORTATION OF CONTRACT MATERIALS, GOODS, ETC.

### CARGO PREFERENCE-(CONTRACTS REQUIRING TRANSPORTATION BY OCEAN VESSEL)

Pursuant to 46 CFR Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The Contractor agrees to:

Utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

Furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in paragraph (1) above to "INSERT YOUR COMPANY/AGENCY NAME HERE" (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification of the Project.

Insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### FLY AMERICA-(CONTRACTS REQUIRING FOREIGN AIR TRANSPORTATION/TRAVEL)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RECYCLED/RECOVERED MATERIALS-(ALL OPERATIONS/MANAGEMENT, CONSTRUCTION, AND MATERIALS/SUPPLIES CONTRACTS WHERE EPA SELECTED ITEMS WILL BE \$10,000 OR MORE ANNUALLY)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RIGHTS IN DATA AND COPYRIGHTS / PATENT RIGHTS-(ALL PROFESSIONAL SERVICES AND A&E CONTRACTS FOR RESEARCH AND DEVELOPMENT)

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal

Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE-  
(ALL CONTRACTS FOR ITS PROJECTS)

Section 5206(e) of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) (Pub. L. 105-178) which was enacted on June 1998, requires that the Secretary of the U.S. DOT must "Ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund conform to the national architecture, applicable standards or provisional standards and protocols developed under subsection (a)."

Unless specifically contractually excluded by "INSERT YOUR COMPANY/AGENCY NAME HERE" , any system, equipment, or system component that could be considered an ITS system or component by virtue of its application shall be designed/implemented in a manner consistent with the Regional ITS Architecture (as developed by KIPDA, the Kentuckiana Regional Planning and Development Agency). Absent a formal Regional ITS Architecture, such equipment or systems should be consistent with the National ITS Architecture.

Systems, equipment, and components shall also be compliant with applicable standards as defined in the National Transportation communication for ITS Protocol (NTCIP), US DOT Joint Programs Office.

## Appendix L

### Sub-recipient Title VI Program Plan Template

# TEMPLATE “A” for a Title VI Plan

**2022.03.21 Revision 5**

This template is provided by TARC for producing a Title VI plan.

**A Title VI Plan for your organization can be created by filling out this template and deleting this cover page. (Follow the instructions provided in the PDF documents.)**

#### ----- Disclaimer -----

*Filling out this Template does not mean that your agency is in compliance with all aspects of Title VI. TARC makes no guarantee or assurance that filling out this Title VI Plan Template is all that your agency needs to do to be found to be in compliance with Title VI if an inspection or investigation of your agency were to be conducted. (See the instructions for details about this.)*

---

#### Acknowledgments

*TEMPLATE “A” was created by TARC (Transit Authority of River City) as a resource for its subrecipients who are non-fixed-route transit providers and receive funds from the Federal Transit Administration (FTA).*

*TARC thanks the Missouri Department of Transportation (MoDOT) Transit Section for creating the original version of this template.*

*FTA Circular 4702.1B, dated October 1, 2012, “Title VI Requirement and Guidelines for Federal Transit Administration Recipients” was the primary source of material for this template. Use of this template does not override each agency’s responsibility to interpret the requirements as expressed in FTA Circular 4702.1B, or as amended in the future.*

## READ THE INSTRUCTIONS

**for using this template in these additional documents provided by TARC:**

- **TEMPLATE A INSTRUCTIONS Title VI non-fixed-route ....PDF**
- **TEMPLATE Four Factor Analysis INSTRUCTIONS ....PDF**

**If you have any questions** about how to use this template, email or call:

**Russ Greenleaf**

*Project Manager*

TARC Transit Authority of River City | 1000 W. Broadway | Louisville, KY 40203

Phone: 502-213-3361

[rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org)



Please obtain the instruction documents listed above and  
Read the instructions **before** trying to use this template  
**>>> Delete this cover page <<<**  
(The first step for using this template is deleting this cover  
page.)

[\_\_\_\_\_Agency\_Name\_\_\_\_\_]

## Title VI Plan

Date

[\_\_\_\_\_Agency\_Name\_\_\_\_\_]

Street Address  
City, STATE, zip code  
Phone number  
Email address  
Website

[ Agency Name ]

## Title VI Plan

### Table of Contents

A. Title VI Assurances	page 3
B. Agency Information	page 4
C. Notice to the Public	page 5
In English	page 6
In Spanish	page 7
D. Title VI Complaint Form and Instructions	
In English	page 8
In Spanish	page 10
E. Title VI Complaints, Investigations, Lawsuits and Agency Staff Title VI Training	page 16
F. Public Participation Plan	page 19
G. Language Assistance (LEP) Plan	page 21
H. Transit-related, Non-elected Planning Board, Advisory Council, or Committee	page 29
Title VI Self Survey Form	page 30
Attachment: LEP Population Spreadsheet	

## A. Title VI Assurances

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 200d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21.

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] assures that no person shall, as provided by Federal and State civil rights laws, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] further ensures every effort will be made to ensure non-discrimination in all programs and activities, whether those programs and activities are federally funded or not, by promoting actions that:

- A. Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin.
- B. Identify and address, as appropriate, disproportionately high and adverse effects of programs and activities on minority populations and low-income populations.
- C. Promote the full and fair participation of affected Title VI populations in transportation decision making.
- D. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- E. Ensure where possible meaningful access to programs and activities by persons with Limited English Proficiency (LEP).

NAME, TITLE: \_\_\_\_\_

SIGNATURE, DATE: \_\_\_\_\_

## B. Agency Information

### Summarize:

The year your local agency was created, a little about its history, why it was created, the purpose or mission it serves, and the geographical area it serves.

(If available, insert a map of the geographical area served by your agency.)

### Estimate:

The percentage of the population of that geographical area that is actually served by your agency.

### Describe:

Your agency's governing body (board of directors, advisory boards, etc.), number of board members, terms of office, how elected or appointed.

**YOU CAN SEE AN EXAMPLE OF  
"Agency Information"  
IN "EXAMPLE 1"  
AT THE END OF THIS TEMPLATE**

### C. Notice to the Public

The Notice to the Public on the following pages, in English and in Spanish, is/will be published on [\_\_\_\_\_Agency\_Name\_\_\_\_\_]'s website, **and**

The Notice to the Public on the following pages, in English and in Spanish, is/will be posted in areas where the public and clients interact with [\_\_\_\_\_Agency\_Name\_\_\_\_\_] including reception areas, meeting rooms, areas where services are provided, **and**

The Notice to the Public on the following pages, in English and in Spanish, is/will be posted in all Section 5310 vehicles.

## Notice to the Public:

### Notifying the Public of Rights under Title VI

[ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] operates its programs and services without regard to race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964.

If you believe you have been discriminated against on the basis of race, color, or national origin by [ \_\_\_\_\_ AgencyName \_\_\_\_\_ ], you may file a Title VI complaint by completing, signing, and submitting the agency's Title VI Complaint Form.

**How to file a Title VI complaint with [ \_\_\_\_\_ AgencyName \_\_\_\_\_ ].**

1. A Complaint Form may be obtained from the [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] website: **enter agency website here**, or in person from the [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] office at  
**Street Address**  
**City, STATE Zip Code**

In addition to the complaint process at [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ], complaints may be filed directly to:

Federal Transit Administration, Office of Civil Rights  
Attention: Complaint Team, East Building, 5th Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Phone: 888-446-4511

2. Complaints must be filed within 180 days following the date of the alleged discriminatory occurrence and should contain as much detailed information about the alleged discrimination as possible.
3. The form must be signed and dated, and include your contact information. If information is needed in another language, contact **agency phone number**.

## Notice to the Public:

### Notificación al público de los derechos en virtud del Título VI

[ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] opera sus programas y servicios sin distinción de raza, color u origen nacional, de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964.

Si cree que ha sido discriminado por motivos de raza, color u origen nacional por parte de [ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] , puede presentar una queja conforme al Título VI completando, firmando y enviando el Formulario de queja conforme al Título VI de la agencia.

#### Cómo presentar una queja del Título VI con

[ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] :

1. Se puede obtener un formulario de quejas en el sitio web de [ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] : **insert your organization's website here** , o en persona en la oficina de [ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] en: **Your organization's street address**  
**City, State, Zip Code**

Además del proceso de quejas en [ \_\_\_\_\_ **Agency Name** \_\_\_\_\_ ] , las quejas pueden presentarse directamente a:

Federal Transit Administration, Office of Civil Rights  
Attention: Complaint Team, East Building, 5th Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Phone: 888-446-4511

2. Las quejas deben presentarse dentro de los 180 días siguientes a la fecha del presunto hecho discriminatorio y deben contener la mayor cantidad de información detallada posible sobre la supuesta discriminación.
3. El formulario debe estar firmado y fechado, e incluir su información de contacto. Si necesita información en otro idioma, comuníquese con **insert your organization's telephone number here.**

## D. Title VI Complaint Form and Instructions

These complaint procedures apply to the beneficiaries of  
[\_\_\_\_\_ Agency\_Name \_\_\_\_\_]'s programs, activities, and services.

### RIGHT TO FILE A COMPLAINT:

Any person who believes they have been discriminated against on the basis of race, color, or national origin by [\_\_\_\_\_ Agency\_Name \_\_\_\_\_] may file a Title VI complaint by completing the Title VI Complaint Form below.

Title VI complaints must be received in writing within 180 days of the alleged discriminatory complaint.

### HOW TO FILE A COMPLAINT:

Fill out the Title VI Complaint Form below.

You may file a signed, dated complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- Specific, detailed information (how, why and when) about the alleged act of discrimination.
- Any other relevant information, including the names of any persons, if known, the agency should contact for clarity of the allegations.

Please submit your complaint form to the Title VI Investigator at:

Title VI Investigator

[\_\_\_\_\_ Agency\_Name \_\_\_\_\_]

Street Address

City, STATE, Zip Code

A person may also file a complaint directly to:

Federal Transit Administration, Office of Civil Rights  
1200 New Jersey Avenue SE  
Washington, DC 20590.

If information is needed in another language, contact

[\_\_\_\_\_ Agency\_Name \_\_\_\_\_] at agency phone number or at:

[\_\_\_\_\_ Agency\_Name \_\_\_\_\_]

Street Address

City, STATE, Zip Code



#### COMPLAINT ACCEPTANCE:

[\_\_\_\_\_] Agency\_Name \_\_\_\_\_] will process complaints that are complete.

Once a completed Title VI Complaint Form is received,

[\_\_\_\_\_] Agency\_Name \_\_\_\_\_] will review it to determine if

[\_\_\_\_\_] Agency\_Name \_\_\_\_\_] has jurisdiction. The complainant will receive an acknowledgement letter informing them whether or not the complaint will be investigated by [\_\_\_\_\_] Agency\_Name \_\_\_\_\_]

#### INVESTIGATIONS:

[\_\_\_\_\_] Agency\_Name \_\_\_\_\_] will generally complete an investigation within 90 days from receipt of a completed complaint form. If more information is needed to resolve the case, [\_\_\_\_\_] Agency\_Name \_\_\_\_\_] may contact the complainant. Unless a longer period is specified by [\_\_\_\_\_] Agency\_Name \_\_\_\_\_] the complainant will have ten (10) days from the date of the letter to send requested information to the [\_\_\_\_\_] Agency\_Name \_\_\_\_\_] investigator assigned to the case.

If the requested information is not received within that timeframe, the case may be administratively closed. Also, a case may be administratively closed if the complainant no longer wishes to pursue the case, upon written notice, and if the [\_\_\_\_\_] Agency\_Name \_\_\_\_\_] Executive Director approves.

#### LETTERS OF CLOSURE OR FINDING:

After the Title VI investigator reviews the complaint, the Title VI investigator will issue one of two letters to the complainant: a closure letter or letter of finding (LOF).

- A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- A Letter of Finding (LOF) summarizes the allegations and provides an explanation of the corrective action taken.

If the complainant disagrees with [\_\_\_\_\_] Agency\_Name \_\_\_\_\_]'s determination, the complainant may request reconsideration by submitting the request in writing to the Title VI investigator, and a copy to the TARC Executive Director, 1000 W Broadway, Louisville, KY 40203, within seven (7) days after the date of the letter of closure or letter of finding, stating with specificity the basis for the reconsideration.

[\_\_\_\_\_] Agency\_Name \_\_\_\_\_] will notify the complainant of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, [\_\_\_\_\_] Agency\_Name \_\_\_\_\_] will issue a determination letter to the complainant upon completion of the reconsideration review.

## TITLE VI COMPLAINT FORM

“No person in the United States shall, on the basis 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.”

If you feel that you have been discriminated against in the provision of transportation services, please provide the following information to assist us in processing your complaint. Should you require any assistance in completing this form or need information in alternate formats, please let us know.

Please mail or return this form to:

Title VI Coordinator  
 [ \_\_\_\_\_  
           Agency Name  
           Street address  
           City, STATE, Zip Code

PLEASE PRINT

1. Complainant's Name:		
a. Address:		
b. City:	State:	Zip Code:
c. Telephone (include area code): Home (    ) or Cell (    )		Work
(    ) -		(    ) -
d. Email address:		
Do you prefer to be contacted by this e-mail address? (    ) YES (    ) NO		
2. Accessible Format of Form Needed? (    ) YES specify: _____ (    ) NO		
3. Are you filing this complaint on your own behalf? (    ) YES If YES, please go to question 7. (    ) NO If no, please go to question 4		
4. If you answered NO to question 3 above, please provide your name and address.		
a. Name of Person Filing Complaint:		
b. Address:		
c. City:	State:	Zip Code:
d. Telephone (include area code): Home (    ) or Cell (    )		Work
(    ) -		(    ) -
e. Email address:		
Do you prefer to be contacted by this Email address? (    ) YES (    ) NO		
5. What is your relationship to the person for whom you are filing the complaint?		
6. Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. (    ) YES, I have permission. (    ) NO, I do not have permission.		
7. I believe that the discrimination I experienced was based on (check all that apply): (    ) Race (    ) Color (    ) National Origin (classes protected by Title VI) (    ) Other (please specify)		

(Continued)

TITLE VI COMPLAINT FORM – PAGE 2

8. Date of Alleged Discrimination (Month, Day, Year):
9. Where did the Alleged Discrimination take place?
10. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). <i>Use the back of this form or separate pages if additional space is required.</i>
11. Please list any and all witnesses' names and phone numbers/contact information. <i>Use the back of this form or separate pages if additional space is required.</i>
12. Please explain what remedy or action you are seeking for the alleged discrimination.
13. Have you filed a complaint with any other Federal, State, or Local agency, or with any Federal or State court? ( ) YES If yes, check all that apply. ( ) NO a. ( ) Federal Agency (List agency's name) b. ( ) Federal Court (Please provide location) c. ( ) State Court d. ( ) State Agency (Specify Agency) e. ( ) County Court (Specify Court and County) f. ( ) Local Agency (Specify Agency)
14. If YES to question 14 above, please provide information about a contact person at the agency/court where the complaint was filed. Name: _____ Title: _____ Agency: _____ Telephone: (    )    - Address: _____ City: _____ State: _____ Zip Code: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date are required:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Formulario de queja e instrucciones del Título VI

Estos procedimientos de queja se aplican a los beneficiarios de los programas, actividades y servicios de [Agency\_Name].

### DERECHO A PRESENTAR UNA QUEJA:

Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional por parte de [Agency\_Name] puede presentar una queja del Título VI completando el Formulario de queja del Título VI a continuación.

Las quejas del Título VI deben recibirse por escrito dentro de los 180 días de la supuesta queja discriminatoria.

### CÓMO PRESENTAR UNA QUEJA:

Llene el formulario de queja del Título VI a continuación.

Puede presentar una queja firmada y fechada no más de 180 días después de la fecha del presunto incidente. La denuncia debe incluir:

- Su nombre, dirección y número de teléfono.
- Información específica y detallada (cómo, por qué y cuándo) sobre el presunto acto de discriminación.
- Cualquier otra información relevante, incluidos los nombres de cualquier persona, si se conoce, la agencia debe comunicarse para aclarar las acusaciones.

Envíe su formulario de queja al Investigador del Título VI a:

Title VI Investigator

[Agency\_Name]

Your Street Address

City, STATE, Zip Code

Una persona también puede presentar una queja directamente a:

Federal Transit Administration, Office of Civil Rights  
1200 New Jersey Avenue SE  
Washington, DC 20590.

Si necesita información en otro idioma, comuníquese con

[Agency\_Name] a your phone number o a:

[Agency\_Name]

Your Street Address

City, STATE, Zip Code

### ACEPTACIÓN DE QUEJAS:

[Agency\_Name] procesará las quejas que estén completas.

Una vez que se reciba un formulario de queja del Título VI completo, [Agency\_Name] lo revisará para determinar si [Agency\_Name] tiene jurisdicción. El denunciante recibirá una carta de acuse de recibo informándoles si la queja será investigada o no por [Agency\_Name]

#### INVESTIGACIONES:

[Agency\_Name] generalmente completará una investigación dentro de los 90 días a partir de la recepción de un formulario de queja completo. Si se necesita más información para resolver el caso, [Agency\_Name] puede comunicarse con el denunciante. A menos que [Agency\_Name] especifique un período más largo, el denunciante tendrá diez (10) días a partir de la fecha de la carta para enviar la información solicitada al investigador de [Agency\_Name] asignado al caso.

Si la información solicitada no se recibe dentro de ese plazo, el caso puede ser cerrado administrativamente. Además, un caso puede cerrarse administrativamente si el denunciante ya no desea continuar con el caso, mediante notificación por escrito, y si el Director Ejecutivo de [Agency\_Name] lo aprueba.

**CARTAS DE CIERRE O HALLAZGO:** Después de que el investigador del Título VI revise la queja, el investigador del Título VI emitirá una de dos cartas al denunciante: una carta de cierre o carta de hallazgo (LOF).

- Una carta de cierre resume las alegaciones y establece que no hubo una violación del Título VI y que el caso se cerrará.
- Una carta de conclusión (LOF) resume las alegaciones y brinda una explicación de la acción correctiva tomada.

Si el denunciante no está de acuerdo con la determinación de

[Agency\_Name], el denunciante puede solicitar una reconsideración presentando la solicitud por escrito al investigador del Título VI y una copia al Director Ejecutivo de TARC, 1000 W Broadway, Louisville, KY 40203, dentro de siete ( 7) días después de la fecha de la carta de cierre o carta de hallazgo, expresando con precisión el fundamento de la reconsideración.

[Agency\_Name] notificará al denunciante la decisión de aceptar o rechazar la solicitud de reconsideración dentro de los diez (10) días. En los casos en que se conceda la reconsideración,

[Agency\_Name] emitirá una carta de determinación al denunciante una vez completada la revisión de reconsideración.

## TÍTULO VI FORMULARIO DE QUEJAS

“Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal”.

Si cree que ha sido discriminado en la prestación de servicios de transporte, proporcione la siguiente información para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario o necesita información en formatos alternativos, háganoslo saber.

Envíe por correo o devuelva este formulario a:

Title VI Investigator

[Agency\_Name]

**Your Street Address**

City, STATE, Zip Code

POR FAVOR IMPRIMIR

1. Nombre del denunciante:		
a. Habla a:		
b. Ciudad (*):	Estado (*):	Código postal:
c. Teléfono (incluir código de área): (    ) -	Celular: (    ) -	
d. Dirección de correo electrónico:		
¿Prefiere ser contactado por esta dirección de correo electrónico? (    ) SÍ (    ) NO		
2. Se necesita un formato de formulario accesible? (    ) SI especificar: _____ (    ) NO		
3. ¿Está presentando esta queja en su propio nombre? (    ) SÍ En caso afirmativo, pase a la pregunta 7. (    ) NO If no, please go to question 4		
4. Si respondió NO a la pregunta 3 anterior, proporcione su nombre y dirección.		
a. Nombre de la persona que presenta la queja:		
b. Habla a:		
c. Ciudad:	Estado:	Código Postal:
d. Teléfono (incluir código de área): (    ) -	Celular: (    ) -	
e. Dirección de correo electrónico:		
Do you prefer to be contacted by this Email address? (    ) YES (    ) NO		
5. ¿Cuál es su relación con la persona a favor de la cual presenta la denuncia?		
6. Confirme que ha obtenido el permiso de la parte agraviada si presenta la solicitud en nombre de un tercero. (    ) SÍ, tengo permiso. (    ) NO, no tengo permiso.		
7. Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda): (    ) Raza (    ) Color (    ) Origen Nacional (clases protegidas por el Título VI) (    ) Otros (especificar)		

(Continuado)

## TÍTULO VI FORMULARIO DE QUEJA – PÁGINA 2

8. Fecha de la supuesta discriminación (mes, día, año):		
9. ¿Dónde tuvo lugar la supuesta discriminación?		
10. Explique lo más claramente posible lo que sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se conoce). Use el reverso de este formulario o páginas separadas si necesita espacio adicional.		
11. Enumere todos los nombres y números de teléfono/información de contacto de los testigos. Use el reverso de este formulario o páginas separadas si necesita espacio adicional.		
12. Explique qué remedio o acción está buscando por la supuesta discriminación.		
13. ¿Ha presentado una queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal? ( ) SÍ En caso afirmativo, marque todo lo que corresponda. ( ) NO A. ( ) Agencia Federal (Indique el nombre de la agencia) B. ( ) Tribunal Federal (Favor de indicar la ubicación) C. ( ) Tribunal Estatal D. ( ) Agencia Estatal (Especifique la Agencia) E. ( ) Tribunal del condado (Especifique el tribunal y el condado) F. ( ) Agencia Local (Especifique la Agencia)		
14. Si respondió SÍ a la pregunta 14 anterior, proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja.		
Nombre:		Título:
Agencia:		Teléfono: ( ) -
Habla a:		
Ciudad:	Estado:	Código postal:

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Se requiere firma y fecha:

---

Firma

Fecha de firma

DRAFT



## E. Monitoring Title VI Complaints, Investigations, Lawsuits and Agency Staff Title VI Training

### 1. Documenting Title VI Complaints, Investigations, and Lawsuits:

A Title VI Coordinator has been/will be appointed within [\_\_\_\_\_]Agency\_Name\_\_\_\_\_] . The Title VI Coordinator may be a person who performs other duties within the agency.

- **If a Title VI complaint is filed against an agency employee** (such as a receptionist, caregiver, driver, etc.), then the agency has jurisdiction, and [\_\_\_\_\_]Agency\_Name\_\_\_\_\_]’s Title VI investigator will investigate the complaint.
- When the investigation is completed, [\_\_\_\_\_]Agency\_Name\_\_\_\_\_] will send a summary of the investigation to the TARC Grants Department at [rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org)
- **If a Title VI complaint is filed against the agency as a whole**, then the agency does not have jurisdiction, and it will forward the complaint to the TARC Grants Department at [rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org) to be investigated.

All Title VI complaints have been/will be entered and tracked in [\_\_\_\_\_]Agency\_Name\_\_\_\_\_]’s Title VI Complaint Log.

The [\_\_\_\_\_]Agency\_Name\_\_\_\_\_]’s Title VI Coordinator will maintain the log.

The log will be made available to TARC on a semi-annual basis or upon request.

Active investigations will be monitored for timely response on the part of all parties.

### Title VI Complaint Log

Date complaint filed	Complainant	Basis of complaint (Race, Color, National Origin)	Summary of allegation	Status of complaint	Actions taken	Date of Closure Letter (CL)	Date of Letter of Finding (LOF)

## 2. Documenting Agency Staff Title VI Training:

[\_\_\_\_\_Agency\_Name\_\_\_\_\_]'s staff are/will be given Title VI training, and will be able to answer affirmatively to all the following questions:

1. Are new employees made aware of Title VI responsibilities pertaining to their specific duties?
2. Do new employees receive this information via employee orientation?
3. Is Title VI information provided to all employees and program applicants?
4. Is Title VI information prominently displayed in the agency and on any program materials distributed, as necessary?

## F. Public Participation Plan

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] participates in TARC's Public Participation Plan, which includes:

### Goal

The goal of the Public Participation Plan is to have significant and ongoing public involvement, by all identified audiences, in the public participation process for major agency outreach efforts.

#### Objectives

- To understand the service area demographics and determine what non-English languages and other cultural barriers exist to public participation.
- To provide general notification of meetings and forums for public input, in a manner that is understandable to all populations in the area.
- To hold public meetings in locations that are accessible to all area stakeholders, including but not limited to minority and low income members of the community.
- To provide methods for two-way communication and information and input from populations which are less likely to attend meetings.
- To convey the information in various formats to reach all key stakeholder groups.

### Identification of Stakeholders

Stakeholders are those who are either directly or indirectly affected by an outreach effort, system or service plan or recommendations of that plan. Stakeholders include but are not limited to the following:

- Board of Directors – the governing board of the agency. The role of the Board is to establish policy and legislative direction for the agency. The Board defines the agency's mission, establishes goals, and approves then budget to accomplish the goals.
- Advisory Bodies – non-elected advisory bodies review current and proposed activities of the agency, and are encouraged to be active in the agency's public engagement process. Advisory bodies provide insight and feedback to the agency.
- Agency Transit riders and clients
- Minority and low income populations
- Limited English Proficient (LEP) persons
- Local jurisdictions and other government stakeholders

- Private businesses and organizations
- Employers
- Partner agencies

## **Elements of the Public Participation Plan**

### **1. Public Notice**

- a. Official notification of intent to provide opportunity for members of the general public to participate in public engagement plan development, including participation in open Board/council meetings, and advisory committees.

### **2. Public Participation Process/Outreach Efforts:**

- a. Public meetings
- b. Rider outreach
- c. Public hearings
- d. Surveys
- e. Services for individuals with disabilities (notices of opportunities for public involvement include contact information for people needing these or other special accommodations.)
- f. Events such as public meetings and/or open houses are held at schools, churches, libraries and other non-profit locations easily accessible to public transit and compliant with the Americans with Disabilities Act.

### **3. Public Comment**

- a. Formal public comment periods are used to solicit comments on major public involvement efforts around an agency service or system change.
- b. Comments are accepted through various means:
  - i. Dedicated email address.
  - ii. Website.
  - iii. Regular mail.
  - iv. Phone calls to Customer Service Center [phone]

### **4. Additional information**

If desired, you can describe any additional public engagement activities your agency performs here. (You can continue onto the next page if needed.)

Or you can leave this space blank and delete the “4. Additional information” heading above.

In either case, please delete these yellow highlighted instructions.

## G. Language Assistance (LEP) Plan

[ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] Limited English Proficiency Plan

This limited English Proficiency (LEP) Plan has been/is being prepared to address [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ]'s responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited ability to speak, read, write, or understand English. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964 and the Federal Transit Administration Circular 4702.1B, dated October 1, 2012, which states that the level and quality of transportation service is provided without regard to race, color, or national origin.

Executive order 13166, titled "Improving Access to Services for Persons with Limited English

Proficiency," indicates that differing treatment based upon a person's limited ability to speak, read, write or understand English is considered to be a type of National Origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discriminations do not take place. This order applies to all state and local agencies which receive federal funds.

### Service Area Description:

List the counties (and states) where you provide services. Example: "Floyd and Clark Counties in Indiana"

[ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ]. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, and the ways in which assistance may be provided.

In order to prepare this plan, [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] undertook the LEP **Four Factor Analysis** as follows:

## Four Factor Analysis

### **Factor 1 – The number and proportion of LEP persons in the**

**[ \_\_\_\_\_ Agency Name \_\_\_\_\_ ] service area:**

A significant majority of people in the [ \_\_\_\_\_ Agency\_Name \_\_\_\_\_ ] service area are proficient in the English language. Based on Census data, enter the number from the top of the “Percent (of total service area)” column from the “Percents” page of Excel “LEP Population Spreadsheet”: \_\_\_\_\_ % of the population five years of age and older speak English “less than very well” – a definition of limited English proficiency.

**See the Census data in the attached Excel spreadsheet:  
“LEP Population Spreadsheet”**

**Factor 2 – Frequency of Contact with LEP Persons by**  
**[\_\_\_\_\_Agency\_Name\_\_\_\_\_] :**

The [\_\_\_\_\_Agency\_Name\_\_\_\_\_] staff performs/will perform reviews of the frequency with which office staff, dispatchers and drivers have, contact with LEP persons.

Current Estimate: [\_\_\_\_\_Agency\_Name\_\_\_\_\_] has contact with an LEP person, on average, **enter number here** times per month.

Current Estimate: [\_\_\_\_\_Agency\_Name\_\_\_\_\_] has, on average, **enter number here** requests per month for an interpreter.



[ \_\_\_\_\_ Agency Name \_\_\_\_\_ ]

## Staff LEP Survey Form

4. What is your job title?

\_\_\_\_\_

5. Please indicate with an “x” in the table below how often at work you interact with a person who does not speak English very well (“LEP Person”)

- Use the additional boxes to list other languages spoken by LEP persons
- If you are unable to identify the language spoken, use the “All Other Languages” box

	----- Frequency of Contact with an LEP Person -----				
Language spoken by the LEP person ↓	Most Days	At Least Once a Week	At Least Once a Month	At Least Once a Year	Never
Spanish					
All Other Languages:					

**6. Please indicate with an “x” in the table below how you interacted with LEP person(s)**

In person	Telephone	Email	Text message	Other

DRAFT

**Factor 3 – The importance to LEP persons of services provided by  
[ \_\_\_\_\_ Agency Name \_\_\_\_\_ ]:**

Outreach activities, summarized in [ \_\_\_\_\_ Agency Name \_\_\_\_\_ ]'s Title VI Public Participation Plan, include events such as public meetings and/or open houses held at schools, churches, libraries and other non-profit locations, and include specific outreach to LEP persons to gain understanding of the needs of the LEP population, and the manner needs are addressed.

“The more frequent the contact with a particular language group, the more likely that enhanced language services in that language are needed. It is also advisable to consider the frequency of different types of language contacts. For example, frequent contacts with Spanish-speaking people who are LEP may require certain assistance in Spanish. Less frequent contact with different language groups may suggest a different and less intensified solution. If a LEP person accesses a program or service on a daily basis, a recipient has greater duties than if the same person's frequency of contact with a recipient's program or activity is unpredictable or infrequent.

Importance of agency services: As a rule of thumb, the more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. You should then determine whether denial or delay of access to services or information could have serious implications for the LEP individual.”

[ \_\_\_\_\_ Agency Name \_\_\_\_\_ ] does/may do additional outreach to assess the importance of [ \_\_\_\_\_ Agency Name \_\_\_\_\_ ] services to LEP persons.

*Delete any items below that you do not currently do and do not plan to do in the near future.*

**Add any additional things you have done or are doing (or plan to do) to assess the importance of your agency's services to LEP persons:**

1. Outreach and networking with area groups and organizations that represent or serve LEP persons
2. Outreach and presence at cultural events that are attended by LEP persons
3. Public meetings and/or open houses with outreach to LEP persons at schools, churches, libraries and other non-profit locations.
4. Surveys in languages other than English
- 5.

**Factor 4 – The resources available to**

**[\_\_\_\_\_ Agency Name \_\_\_\_\_] and overall cost to provide LEP assistance:**

**A. Monitoring and Updating the LEP Plan:**

The LEP Plan is a component of [\_\_\_\_\_ Agency Name \_\_\_\_\_]'s Title VI Plan requirement.

[\_\_\_\_\_ Agency Name \_\_\_\_\_] will update the LEP plan as required. At minimum, the plan will be reviewed and updated when it is clear that higher concentrations of LEP individuals are present in the [\_\_\_\_\_ Agency Name \_\_\_\_\_] service area.

Updates include the following:

1. Determine the current LEP population in the service area.
2. Determine how the needs of LEP persons have been addressed.
3. Determine whether the need for translation/interpretation services has changed.
4. Determine whether current language assistance services been effective and sufficient to meet the needs.
5. Determine what financial resources are available to [\_\_\_\_\_ Agency Name \_\_\_\_\_] to fund language assistance services and whether they are sufficient.
6. Determine whether [\_\_\_\_\_ Agency Name \_\_\_\_\_] has fully complied with the goals of its LEP Plan.
7. Determine whether complaints have been received concerning [\_\_\_\_\_ Agency Name \_\_\_\_\_]'s failure to meet the needs of LEP individuals.

**B. Services for Providing Language Assistance for Persons with Limited English Proficiency (LEP Persons) include:**

*Delete any items below that you currently do NOT do and do NOT plan to do in the future.*

*Add any additional things that you do (or plan to do) to provide assistance to LEP persons:*

1. No one is/will be denied service because of limited English proficiency.
2. Assistance and direction is/will be provided to LEP persons who request assistance.
3. Language line: interpretation via telephone interpretation/translation services is/will be provided as needed.
4. A contract with a translation service is/will be in effect.
5. Oral interpretation/translation in person is/will be available.
6. Language Identification Cards ("I Speak Cards") are/will be provided to staff.
7. One-on-one assistance can/will be provided.
8. Website information is/will be posted.
9. The agency's external website is/will be translated.
10. The Title VI Public Notice is/will be translated.
11. LEP persons are/will be notified of the languages interpreted and translated.
12. Training is/will be provided to help staff better communicate with LEP persons.
13. To the extent feasible, bilingual staff can/will be provided for community events, public hearings and Board of Directors meetings and on the customer service phone lines.
- 14.
- 15.

*Delete one of the two statements below that does NOT apply to you:*

16. Written translations of vital documents (such as application forms) are/will be provided.
17. Based on the Four Factor Analysis, it was determined that written translations of vital documents are not an effective means to provide language assistance measures for LEP persons qualified to be served or likely to be affected or encountered.

Explanation of the Safe Harbor Provision: "The Safe Harbor Provision can be satisfied by providing written translations of vital written documents when an LEP language group:

is at least 1,000 persons in the total population qualified to be served, or likely to be affected or encountered, in the agency's total service area,

**- OR -**

is at least 5% of the total population qualified to be served, or likely to be affected or encountered, in the agency's total service area."

"A recipient may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures." - *FTA Circular 4702.1B*

"The DOJ LEP Guidance explains that the identification of "reasonable steps" to provide oral and written services in languages other than English is to be determined on a case-by-case basis through a balancing of all four factors."

"The Safe Harbor Provision applies to the written translation of written documents only. There is always a general requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable, including assistance filling out written forms and applications."

### C. Staff LEP Training:

The following training is/will be provided to

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] staff:

**Add to the list below any additional LEP training you provide your staff or plan to provide:**

1. Information on [\_\_\_\_\_Agency\_Name\_\_\_\_\_] Title VI Procedures and LEP responsibilities
2. Description of language assistance services offered to the public
3. Use of Language Identification Cards ("I Speak cards")
4. Documentation of language assistance requests
- 5.

*EXAMPLE of Language Identification Card (I Speak Card)*  
From <https://www.lep.gov/resources/ISpeakCards2004.pdf>  
(Provided by TARC to all subrecipients)

The screenshot shows a web browser window with the URL <https://www.lep.gov/resources/ISpeakCards2004.pdf>. The page displays a '2004 Census Test' and 'United States Census 2010' Language Identification Flashcard. The flashcard lists five languages with corresponding text in each language and a checkbox for identification.

Language	Text
1. Arabic	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.
2. Armenian	Խոսողո՞ւմ ե՞ս, քանի որ քանակապես, եթե խոսում եմ կարող եմ հայերեն:
3. Bengali	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।
4. Cambodian	ឈ្មួញក្នុងក្រុមនេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។
5. Chamorro	Motka i kakhon ya yangin untungnu' manaitai pat untungnu' kumentos Chamorro.

## H. Transit-related, Non-elected Planning Board, Advisory Council, or Committee

"If a grantee agency has a transit-related, non-elected planning board, advisory council or committee, the grantee must do two things.

One, provide FTA with a table depicting the racial breakdown of its committee membership.

And two, provide FTA with a description of the efforts made to encourage the participation of minorities on such committees."

**If your agency does NOT have a "transit-related, non-elected planning board, advisory council or committee," then do NOT fill out the table below or other information requested. Simply leave this sentence in place:**

[\_\_\_\_\_Agency\_Name\_\_\_\_\_] does not have a Transit-related, Non-elected Planning Board, Advisory Council, or Committee.

**And delete all yellow highlighted instructions on this page.**

**If your agency DOES HAVE a "transit-related, non-elected planning board, advisory council or committee," then please delete the sentence above and fill out the table below for any such boards, councils, or committees that you have, and then delete all yellow highlighted instructions on this page:**

**Table Depicting Membership of Non-elected Committees, Councils, by Race**

Name of Committee	% Caucasian	% Latino	% African American	% Asian American	% Other	Total
						100%
						100%
						100%

**Description of efforts made to encourage minority participation on committees:**

- enter text here if applicable
-

## Title VI Self-Survey Form – Page 1

Date filed:

---

**DATE**

Survey Date:

Period Covered:

Name of Program/Grant:

A. Summary of Complaints:

B. Number of complaints for the period:

C. Number of complaints voluntarily resolved:

D. Number complaints currently unresolved:

E. Attach a summary of any type of complaint and provide:

- Name of complainant
- Race
- Allegation
- Findings
- Corrective Action
- Identify any policy/procedure changes made as a result of the complaint.
- Provide the date history (date complaint received through resolution)

(Continued)



## **Title VI Self-Survey Form – Page 2**

### **Distribution of Title VI Information**

1. Are new employees made aware of the Title VI responsibilities pertaining to their specific duties?

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Do new employees receive this information via employee orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Is Title VI information provided to all employees and program applicants?

YES \_\_\_\_\_ NO \_\_\_\_\_

4. Is Title VI information prominently displayed in the organization and on relevant program materials?

YES \_\_\_\_\_ NO \_\_\_\_\_

5. Identify any improvements you have implemented since the last self-survey to support Title VI communication to employees and program applicants.

6. Identify any improvements you plan to implement before the next self-survey to support Title VI communication to employees and program applicants.

7. Identify any problems encountered with Title VI compliance, and discuss possible remedies.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

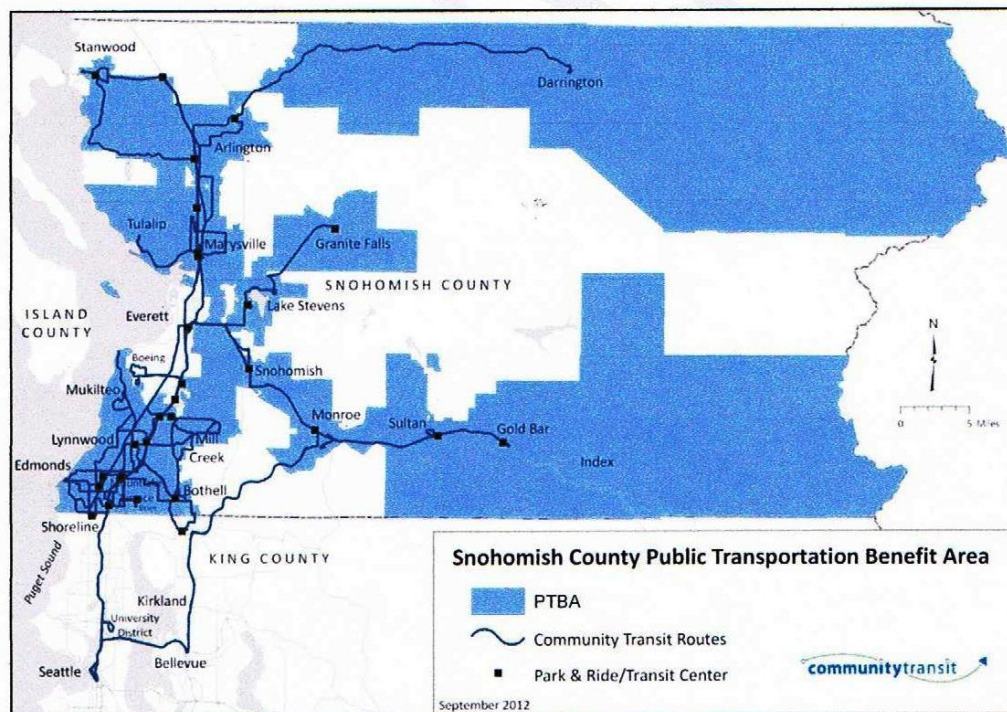
## Example 1

### Agency Information [EXAMPLE]

Community Transit is a special purpose municipal corporation providing public transportation services. Snohomish County voters created Community Transit in 1976 when they approved a sales tax to support a public transportation benefit area authority which now encompasses most of urbanized Snohomish County excluding the City of Everett, Washington.

Community Transit began operations on October 4, 1976. Community Transit's original service area consisted of the communities of Edmonds, Lynnwood, Marysville, Mountlake Terrace, Brier, Snohomish, and Woodway. Subsequent annexations added Lake Stevens, Monroe, Granite Falls, Mukilteo, Stanwood, Sultan, Arlington, Gold Bar, Index, Darrington, Mill Creek, the Snohomish County portion of Bothell, Silver Firs and the Tulalip Indian Reservation to the service area.

Community Transit now serves 524,954 residents, about 73 percent of Snohomish County's population. The remainder of the county's population resides in the City of Everett and in less populated areas of north and east Snohomish County.



Community Transit's governing body is a Board of Directors consisting of nine voting members as follows: two members of the Snohomish County Council, two elected officials from cities Community Transit serves with populations 30,000 or more, three elected officials from cities Community Transit serves with populations between 10,000 and 30,000, and two elected officials from cities Community Transit serves with populations of less than 10,000. Terms of office are two years.

## Appendix M

### Sub-recipient Questionnaire

---

Name of Subrecipient Organization

Date

### SUBRECIPIENT QUESTIONNAIRE 2023

For questions, contact: [rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org) 502-213-3361

#### GENERAL INFORMATION

1. Does your organization have its financial statements reviewed by an independent public accounting firm? YES NO
- If yes, please **provide a copy** of your most recent **audited financial statement** with this questionnaire.
  - If you are not required to have an independent audit, please provide a copy of your organization's most recent tax return.
2. Do you have a written Internal Control Procedure (or accounting procedure) that includes a statement that: (a) duties are separated so no one individual has complete authority over an entire financial transaction, and (b) all bank reconciliations are signed and dated by two people each month? YES NO
- If yes, please **provide a copy** of your **Internal Control Procedure** (or accounting procedure).
  - If no, then TARC will assist you in creating a written Internal Control Procedure before distributing grant funds to your organization.
3. Does your organization have controls to prevent expenditure of funds in excess of approved budgeted amounts? YES NO
4. Other than financial statements, has any aspect of your organization's activities been audited within the last two years by a government agency or independent public accountant? If yes, please explain. YES NO

5. (Question 5 has been eliminated. Please go to the next question.)

6. Are you able to provide the required local match funds for the Section 5310 grant that you have been awarded?	YES	NO
--	-----	----

## MANAGEMENT

7. Are all disbursements properly documented with evidence of receipt of goods or performance of service?	YES	NO
---	-----	----

8. Are all bank accounts reconciled monthly and signed and dated by two people?	YES	NO
---	-----	----

9. Are payroll charges checked against program budgets?	YES	NO
---	-----	----

10. Do you have a Conflict of Interest Policy?	YES	NO
--	-----	----

- If yes, please **provide a copy** of your **Conflict of Interest Policy**

## PROCUREMENT

11. Is there an effective system of authorization and approval of capital equipment purchases?	YES	NO
--	-----	----

## PROPERTY MANAGEMENT

12. Has any federally funded Section 5310 vehicle been removed from service in the past 12 months?	YES	NO
--	-----	----

- If yes, **please provide the VIN and odometer reading** of the vehicle, the **date placed in service**, and the **date taken out of service**.

13. Do you have a Preventive Maintenance Plan for your federally funded vehicles?	YES	NO
---	-----	----

- If yes, please **provide a copy** of your **Preventive Maintenance Plan** or procedures.

14. Do you have a written procedure for actively pursuing and tracking warranty claims for federally funded vehicles?	YES	NO
---	-----	----

- If yes, please **provide a copy** of your **written procedure for actively pursuing and tracking warranty claims** for federally funded vehicles.
  - If no, then TARC will assist you in creating a written procedure for actively pursuing and tracking warranty claims for federally funded vehicles.
15. Are maintenance records kept for federally funded vehicles? YES NO  
(TARC may ask to review your vehicle maintenance records.)

16. *(Question 16 has been eliminated. Please go to the next question.)*

## COMPLIANCE

17. Is your organization currently debarred, suspended, ineligible, or otherwise excluded from receiving federal funds? YES NO
18. If you are providing transportation using federal funds or federally funded vehicles, are you recording miles, hours of service, and number of passengers? YES NO
19. Does your organization allow incidental (non-transit) use of FTA-funded vehicles? YES NO
20. Does your organization provide transportation at the request of a third party for the exclusive use of a car, bus, or van for a negotiated price? YES NO
21. Does your organization provide transportation services that are designed or modified to accommodate the needs of school students or school personnel? YES NO
22. Has your organization paid for any lobbying activities directed at officials or representatives of the federal government or its agencies? YES NO
- If yes, please **provide a copy** of OMB Standard Form LLL or a quarterly report update.
23. Has your organization used federal funds to pay for any lobbying activities? YES NO
- 24 (a). Are you a small city or rural transit provider that receives federal funds from any of the following grant programs: Section 5307, Section 5309, Section 5311, or Section 5339 ? YES NO  
.....
- (b) If yes, do you comply with FTA half-fare and public comment requirements? YES NO

If you answered yes to question 24 (a), please **provide a copy** of your Drug and Alcohol Policy for your safety-sensitive employees.

- If you answered “no,” to Question 24 (a), then you are not required to provide a copy of a Drug and Alcohol Policy for your safety-sensitive employees. (However, it is still your responsibility to have policies in place to ensure that your drivers do not drive under the influence of drugs or alcohol.)

25. Do any of your drivers drive commercial vehicles for your organization?  
(A commercial vehicle is a vehicle weighing over 26,000 pounds or carrying more than 15 passengers including the driver.) YES NO

- If you answered no to question 25, then go to question 27.

26. If you answered yes to question 25, then answer this question: Does your organization have a policy to ensure that all drivers who drive commercial vehicles are tested for drugs and alcohol in compliance with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who drive commercial vehicles (49 CFR Part 382)? YES NO

- If yes, please provide a copy of your policy for ensuring that those drug and alcohol tests are done for your drivers who drive commercial vehicles. (Exception: If you will be providing TARC a copy of a Drug and Alcohol Policy for your safety-sensitive employees (as described in question 24), then that document is sufficient to meet this requirement as well. You do not need to provide another Drug and Alcohol Policy in addition to that one.) (If you have questions about this, please contact TARC.)

27. Does your organization comply with federal law related to ADA and EEO issues? YES NO

28. Does your organization have an updated Title VI Plan for 2023? YES NO

- If yes, please provide a copy of your updated Title VI Plan for 2023.
- If no, then TARC will assist you in creating an updated Title VI Plan for 2023 before distributing grant funds to your organization.

29. Please mark the boxes below to indicate the documents that you are providing with this Subrecipient Questionnaire. (For more about the required documents, see the note “provide a copy” in the questions above.)

- |   |   |
|---|---|
| <input type="checkbox"/> Audited financial statement (or tax return)                  | <input type="checkbox"/> Internal Control Procedure     |
| <input type="checkbox"/> Conflict of Interest Policy                                  | <input type="checkbox"/> Updated Title VI Plan for 2023 |
| <input type="checkbox"/> Preventive Maintenance Plan                                  | <input type="checkbox"/>                                |
| <input type="checkbox"/> Procedure for actively pursuing and tracking warranty claims | <input type="checkbox"/>                                |
|   | <i>Drug/alcohol policy (only if required)</i>           |

---

**Name of Subrecipient Organization**

---

**Name of person completing this questionnaire**

---

**Person's Title**

---

**Email**

---

**Phone**

---

**Signature**

---

**Date**

**Please email this completed questionnaire to: [rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org)**

*If you have questions, please contact: [rgreenleaf@ridetarc.org](mailto:rgreenleaf@ridetarc.org) 502-213-3361*



## Appendix N

### Title VI Fare Media Equity Analysis

#### Introduction

The Transit Authority of River City (TARC) operates 43 bus routes within 5 counties and two states, spanning Louisville, Kentucky and Southern Indiana. In January 2019, TARC successfully implemented the MyTARC tap card, and will be adding additional fare payment options through mobile ticketing.

#### Requirements and Definitions

##### Title VI Analysis

Federal Transit Administration (FTA) regulation Circular 4702.1B requires all transit providers with 50 or more fixed route vehicles in peak service and serving an urbanized area over 200,000 to conduct a Title VI equity analysis before a fare change or major service change is enacted. Beyond the requirement to evaluate impact on minority populations, the FTA requires providers to examine the effects on low-income populations. These requirements call for disparate impact analysis for minority riders versus non-minority riders and a disproportionate burden analysis for low-income riders compared to non-low-income riders.

##### Disparate Impact Policy

TARC has defined its disparate impact policy to be +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority populations.

##### Disproportionate Burden Policy

TARC has defined its disproportionate burden policy to be +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income populations.

#### Existing Fare Structure

Local Routes		
Fare Type	Current Fare	Notes
Cash	\$1.75	Does not include transfer
MyTARC Single Ride	\$1.50	Stored value, incl. 2hr transfer, \$1.00 deducted for local to express transfer



<b>MyTARC Single Ride (Reduced)</b>	\$0.80	Incl. 2hr transfer See "Reduced Fare Eligibility"
<b>MyTARC 10-trip pass</b>	\$15	Stored value, incl. 2hr transfer, \$1.00 deducted for local to express transfer
<b>24-hour pass</b>	\$3.50	Starts with first use
<b>7-day pass</b>	\$15	Starts with first use
<b>30-day pass</b>	\$50	Starts with first use

### Express Routes

Fare Type	Current Fare	Notes
Cash	\$2.75	Does not include transfer
MyTARC Single Ride	\$2.50	Stored value
24-hour pass	\$5.50	Starts with first use
7-day pass	\$23	Starts with first use
30-day pass	\$85	Starts with first use

### Circulator Routes

Fare Type	Current Fare	Notes
Cash	\$0.75	Does not include transfer
MyTARC Single Ride	\$0.75	Stored value
Reduced Fare	\$0.30	See below

#### Reduced Fare Eligibility

- Students: Persons ages 6-17, with verification of school enrollment
  - *Summer Youth Pass: \$30*
- Medicare cardholders, with valid Medicare ID
- Citizens age 65 and older, with proof of age
- Citizens with disabilities

#### TARC Proposed Fare Media Change

The proposed fare media addition maintains all current fares and fare types for TARC. The only change is regarding the ability to purchase and board via mobile ticketing, which was piloted for a promotional period from July to December 2019.

An added benefit of mobile ticketing capabilities allows the convenience of purchasing and boarding via phone, rather than obtaining a MyTARC card and refilling online or at area retail locations.

Riders are welcome to choose the convenience of mobile ticketing, but they can pursue alternate existing options that are more convenient given individual riders' circumstances.

### **Fare Equity Analysis**

The approach to this equity analysis uses guidance and definitions for disparate impact and disproportionate burden as provided in Transit Authority of River City's most current Title VI Report as outlined above in *Requirements and Definitions*.

The data used for this survey is as follows:

- The 2016 On-Board Ridership Survey was used for fare type counts by all surveys, minority population surveys, and low-income surveys
- TARC revenue and total passenger were obtained from the FY 2018 and FY 2019 TARC Finance Report
- Title VI thresholds are determined by the percent of minority and low-income populations within the TARC service area. Population percentages were obtained from the most recent Census data, the 2017 American Community Survey 5-year estimates. The TARC service area is defined as  $\frac{3}{4}$  miles from all bus stops and two miles from park-and-ride facilities. The minority population in the TARC service area is **27.02%** and the low-income population in the TARC service area is **13.94%**.

The steps completed for this analysis were:

1. Determine percentage of minority, low-income, and total riders based on Survey Responses for each fare type
2. Calculate the difference in percentage of minority, low-income, and total riders
3. Determine if these figures spur a disparate impact or disproportionate burden on minority and/or low-income individuals
  - a. The "Survey Analysis" column indicates in green that none of the difference between minority and low-income rider fare type usage and overall ridership fare type usage are more than 10%
  - b. TARC has no additional internal data (outside of the IQS survey) for minority and low-income riders, so the Title VI threshold marks for minority and low-income populations are not used in the analysis, but are provided for context as it pertains to this analysis. The survey percentages provide the most complete information for analysis.

## On- Board Survey Use

As noted earlier, the IQS Rider Survey was conducted in 2016, prior to the mobile ticketing pilot program. The survey included questions to determine interest in a mobile ticketing option. Information used from the IQS report to carry out this equity analysis includes:

- Race/ethnicity percentages
- Percentage of riders who fall below the poverty thresholds, as defined by the US Department of Health and Human Services, as listed in the table below.

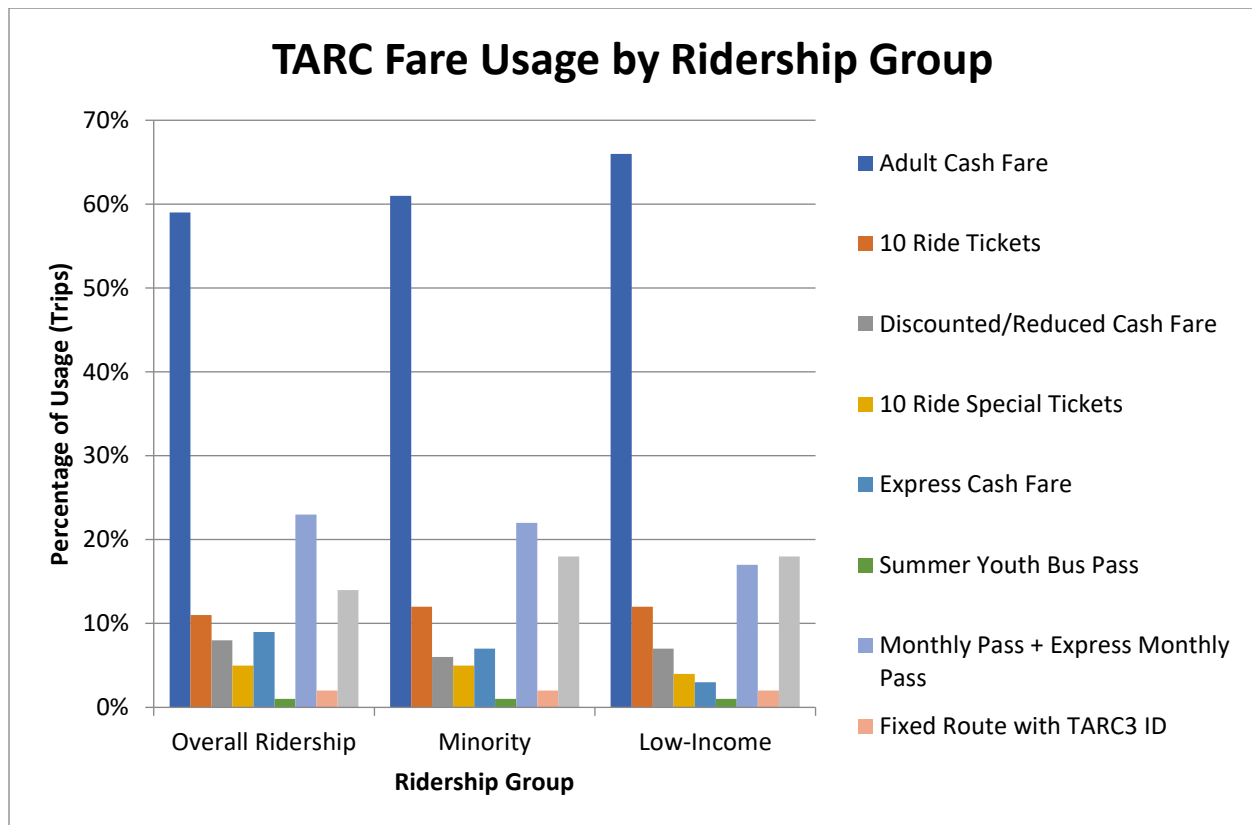
# in HH	Poverty Threshold	% of TARC riders below threshold
1	\$12,000	41% (n=264)
2	\$16,000	33% (n=266)
3	\$20,000	47% (n=252)
4	\$24,000	51% (n=180)
5	\$28,000	55% (n=94)
6	\$33,000	60% (n=30)
7	\$37,000	71% (n=17)
8	\$41,000	95% (n=19)

Supplemental questions regarding mobile ticketing from the IQS survey are:

- If a mobile app was available, would you use it to pay your fare instead of paying with cash or tickets?
- If you could save money on your trips by paying with a smart card or mobile app, how likely would you be to use one of these options?
- If you had to choose between a smart card or a mobile app, which would you prefer?
- Do you:
  - Have a bank account?
  - Have a debit card?
  - Have a credit card?

Have a smartphone or mobile device (iPad, tablet, etc.) with internet access?

## Fare Equity Analysis – Fare Usage<sup>9</sup>



<sup>9</sup> Data obtained from 2016 IQS On-Board Survey

## Supplemental Question Analysis

The following response data is based off of the 2016 TARC Onboard Rider Survey performed by IQS Solutions.

**If a mobile app was available, would you use it to pay your fare instead of paying with cash or tickets?**

Response	Non-Minority	Minority	Above Poverty Level	Below Poverty Level
Yes	49%	49%	51%	51%
No	32%	27%	27%	29%
Unsure	20%	24%	22%	21%

**If you could save money on your trips by paying with a smart car or mobile app, how likely would you be to use one of these options?**

Response	Non-Minority	Minority	Above Poverty Level	Below Poverty Level
Not at all likely	11%	12%	8%	12%
2	10%	10%	8%	11%
3	22%	25%	17%	25%
4	22%	17%	21%	18%
Extremely likely	35%	36%	47%	33%

If you had to choose between a smart card or a mobile app, which would you prefer?

Response	Non-Minority	Minority	Above Poverty Level	Below Poverty Level
Smart Card	47%	46%	49%	47%
Mobile app	37%	32%	40%	33%
I don't like either option	16%	22%	10%	21%

## Mobile Payment Eligibility<sup>10</sup>

### Eligibility of Riders to Pay for Fare Using a Mobile App

In order to better understand the feasibility of paying fare through a mobile app some riders are eligible to pay for their fare using a mobile app and others are not, we have classified riders according to whether they possess a smartphone or other mobile device with internet and according to whether they use the banking services required to make in-app purchases on such a device. Based on this classification, the crucial distinction between riders who are eligible to pay for fare with a mobile app and those who are not is that riders who *are* eligible meet the following conditions:

- 1) They possess a smartphone or other mobile device with internet access  
AND
- 2) They possess either:
  - a. A credit card
  - OR
  - b. Both a bank account and a debit card

Some riders may be far from satisfying these conditions (for example they may not have a smartphone and they may not use any banking services at all) while other riders may just barely satisfy these conditions (they might have a smartphone and use a credit card but no other banking services). Accordingly, in the table below, we outline the extent to which riders satisfy the different eligibility requirements listed above.

Eligibility	Eligibility requirements satisfied				Percent of Riders	Total Survey Respondents
Eligible	Bank account	Debit card	Credit card	Smartphone / mobile device with internet	31%	369
	Bank account	Debit card	-	Smartphone / mobile device with internet	24%	290
	-	Debit card	Credit card	Smartphone / mobile device with internet	2%	28
	Bank account	-	Credit card	Smartphone / mobile device with internet	1%	12
	-	-	Credit card	Smartphone / mobile device with internet	1%	6
Ineligible	-	-	-	Smartphone / mobile device with internet	11%	131
	-	-	-	-	10%	116
	-	Debit card	-	Smartphone / mobile device with internet	8%	99
	Bank account	Debit card	-	-	5%	57
	-	Debit card	-	-	2%	28
	Bank account	Debit card	Credit card	-	2%	23
	Bank account	-	-	Smartphone / mobile device with internet	1%	16
	Bank account	-	-	-	1%	10
	-	Debit card	Credit card	-	1%	8
	Bank account	-	Credit card	-	1%	6
	-	-	Credit card	-	0%	1

<sup>10</sup> The content on this page is sourced from the 2016 TARC Onboard Ridership Survey by IQS Solutions

## Conclusions

- According to FTA C 4702.1B, TARC must determine if a disparate impact or disproportional burden exists with fare media usage between minority riders and overall ridership and between low-income riders and overall ridership.
  - 54% of riders surveyed identified themselves as minority riders
  - 34% of riders surveyed identified themselves as low-income riders
- The difference between the percent of minority riders who use cash fare and all riders who use cash fare is 2 percentage points. This difference does not constitute a disparate impact according to TARC's Title VI Disparate Impact Policy.
  - The percentage of minority riders using cash fare according to the IQS survey is 61%.
- The difference between the percent of low-income riders using cash fare and all riders using cash fare is 7 percentage points. This difference does not constitute a disproportionate burden according to TARC's Title VI Disproportionate Burden Policy.
  - The percentage of low-income riders using cash fare according to the survey is 66%.
- The difference between the percent of minority and low-income riders using transfers is 4 percentage points. This difference does not constitute a disparate or disproportionate burden according to TARC's Title VI policies.
- The percentage of all riders using cash fare according to the survey is 59%, over half of all riders surveyed. TARC's reported revenue passengers from cash fare are 30.5% of all revenue.
- The minority population in the TARC service area is 27.02% and the low-income population in the TARC service area is 13.94%.



## Appendices

### Public Outreach Materials

The information below was provided to TARC coach operators prior to mobile ticketing rollout.



## Mobile Ticketing




### Mobile Payment Validator

**Step 1**  
Rider clicks on **Activate Ticket** button on app.

To Transfer  
**Re-Activate**  
Mobile Ticket in  
app.



**Step 2**  
The rider points  
phone at TARC  
validator for  
2-10 seconds.



**Step 3**  
Valid ticket ?  
Hardware/phone  
displays **green**  
with long beep.



**Step 4**  
Invalid ticket ?  
Hardware displays  
**red light** with 8-9  
shorter beeps



#### Hardware failure?

*Check the  
rider's phone  
display for  
QR code.*



Valid QR codes include current date /  
time and an expiration count down.

### DO NOT TOUCH VALIDATOR

## Fare Equity Analysis 2019

TARC Finance Report					2016 On-Board Survey Report					Survey Data Analysis Comparison and Evaluation	
Fare Type	FY 2019	% Total	FY 2018	% Total	Survey Fare Type	Survey Count	Total Survey %	Minority Usage %	Below Poverty Line Usage %	Potential Disparate Impact	Potential Disproportionate Burden
Adult Cash Fare	2,201,920	27.2%	2,319,814	28.8%	Adult Cash Fare	857	59%	61%	66%	2%	7%
10 Ride Tickets	311,858	3.9%	587,398	7.3%	10 Ride Tickets	166	11%	12%	12%	1%	1%
Discounted/Reduced Cash Fare	406,112	5.0%	730,245	9.1%	Discounted/Reduced Cash Fare	122	8%	6%	7%	-2%	-1%
10 Ride Special Tickets (Reduced)	177,946	2.2%	379,549	4.7%	10 Ride Special Tickets (Reduced)	73	5%	5%	4%	0%	-1%
Regular Stored Value (MyTARC)	524,612	6.5%			Regular Stored Value						
Reduced Stored Value (MyTARC)	317,349	3.9%			Reduced Stored Value						
Express Cash Fare	13,369	0.2%	15,065	0.2%	Express Cash Fare	137	9%	7%	3%	-2%	-6%
Charter	24,100	0.3%									
Circulator	21,495	0.3%	26,407	0.3%	*included with Adult Cash Fare						
TARC Lift	147,107	1.8%	284,436	3.5%	*not included with fixed route service						
Special Fares	1,812,666	22.4%	1,791,797	22.3%	Summer Youth Bus Pass	9	1%	1%	1%	0%	0%
Monthly Passes	2,128,877	26.3%	1,915,806	23.8%	Monthly Pass + Express Monthly Pass	329	23%	22%	17%	-1%	-6%
N/A					Fixed Route with TARC3 ID	29	2%	2%	2%	0%	0%
Revenue Passengers	8,087,411		8,050,517								
Revenue Passengers (excl. TARC Lift)	7,940,304		7,766,081								
Free Rides	713,700	6.5%	664,139	5.5%							
Transfers	2,105,610	19.3%	3,363,630	27.8%	Transfer	207	14%	18%	18%	4%	4%
Specials	9,875	0.1%	6,510	0.1%							
Total Passengers	10,916,596		12,084,796		Total Riders Surveyed	1584		54%	34%		
Notes:										Disparate Impact: The difference between the percentage of minority riders using specified fare to the overall ridership using specified fare.  Disproportionate Burden: The difference between the percentage of low-income riders using cash fare and the overall ridership using cash fare.	
Regular and Reduced Stored Value data is only reflected in FY 2019, due to the Jan 2019 rollout of the MyTARC tap card.											
Survey counts for Monthly Pass and Express Monthly Pass were combined to compare to Monthly Pass counts from TARC Finance.											
Poverty thresholds used in the survey are defined by Heath and Human Services, according to the number of people in a household.											
Total Riders Surveyed	1584										
Minority Riders	859	54%									
Low-Income Riders	540	34%									

## Appendix O

### August 9<sup>th</sup>, 2020 Service Change Analysis

#### Introduction

In compliance with Title VI of the Civil Rights Act of 1964, the Transit Authority of River City (TARC) includes a Service Equity Analysis as part of major service changes to assess the impacts on minority and low-income communities in the TARC service area. Section 601 of the Civil Rights Act of 1964 states:

“No person in the United States shall, on the grounds 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 assistance.”

The Federal Transit Administration (FTA) is responsible for ensuring that applicants and recipients of FTA’s distributed funding are compliant in performing such analysis and are accurate in their interpretation of the results of the analysis. To aid in this work, FTA has published Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients, which TARC followed in conducting the following analysis.

TARC provides regional transit service to many diverse communities throughout the Louisville, KY region. Up to three times per year, TARC prepares service changes that may include major changes in response to changing conditions. Based on TARC’s service standards, “major” service changes are those that change revenue service more than 25% on a route. These changes trigger a service equity analysis that requires approval by the TARC Board of Directors. Maps assessing the impacts to the Title VI communities for each service change are included in the appendix.

#### Methodology

TARC adopts the recommended FTA approach for disparate impacts and disproportionate burden policies for major service changes and adjustments.

***Disparate Impact:*** +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority passengers

***Disproportionate Burden Policy:*** +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income passengers

In order to perform this analysis a demographic profile was generated for TARCS service area. This provides a baseline to which each routes impact can be compared. The population of the Title VI communities as a percentage of the total population of the TARC service area is shown in the **Table 1** below.

**Figure 1. January 2020 TARC Service Area Title VI Percentages**

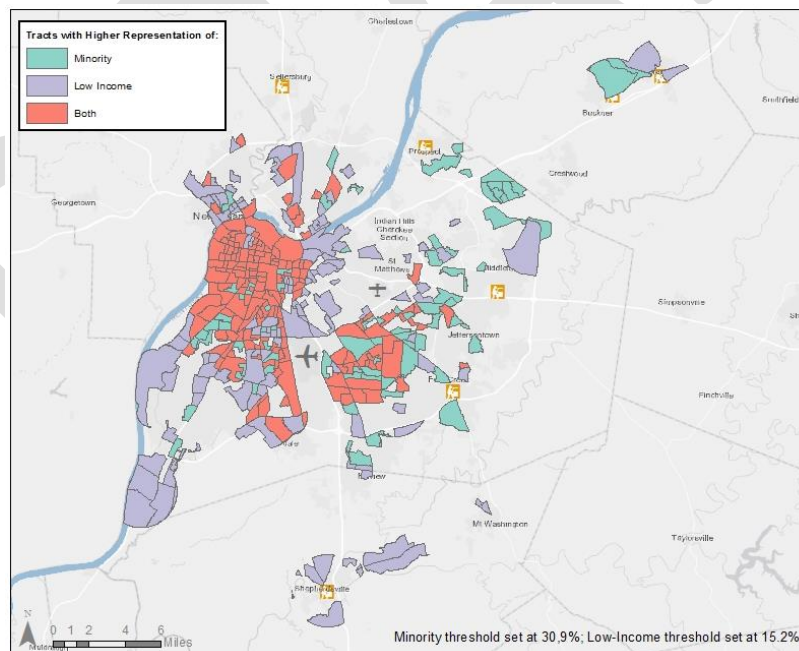
Title VI Populations	% of TARC Service Area*
Minority**	30.9%
Low-Income***	15.2%

\*Service Area - 0.75 miles from each stop and 2 miles from the center of active Park and Ride lots.

\*\* Source: 5-year (2013-2017) American Community Survey, Table B03002: Hispanic or Latino Origin by Race, Total minus Not Hispanic or Latino: White alone.

\*\*\* Source: 5-year (2013-2017) American Community Survey, Table C17002: Ratio of Income to Poverty Level, Under .50 plus .50 to .99. For reference, a three person household poverty threshold is \$19,515.

**Figure 2. Service Area Census Tract with Disproportional Minority or Low-Income Populations**



Next, a similar demographic profile was generated for each route that has a proposed change in the service change proposal. Utilizing FTA’s convention that, “passengers will generally walk up to one-quarter mile to bus stops” a route’s service area is set as the sum of each bus stops surrounding quarter-mile area. This quarter-mile area was used to project demographic summaries. **Table 2** shows how Census Tract level data are processed to generate quarter-mile stop buffer demographic totals.

**Figure 3. Example Quarter mile Stop Area Demographic projection**

Tract #	Tract Area (Ft)	Tract Pop.	Tract Minority Pop.	Tract Low-Income Pop.	0.25 mile Stop Buffer Area (ft)	Stop buffer (ft) / Tract (Ft)	Stop Buffer Demographics		
							Population	Minority Pop.	Low-income Pop.
211110114063	29,736,316	2,421	1,268	386	3,819,627	0.128	311	163	50

With the route profiles generated, an adverse impact analysis can be conducted like the one shown in **Table 3**. Routes that have a statistical impact +/- 10% require a further analysis to explore alternative or mitigation measures.

**Figure 4. Example Adverse Impact Analysis**

	Population	Minority Pop.	Low Income Pop.	Minority %	Low Income %
Area that Lost service	15,022	4,943	2,910	32.9%	19.4%
Service Area	823156	254750	125249	30.9%	15.2%
	Disparate Impact		Statistical Impact 2%		
Area that Lost service	32.9%				
TARC Service Area	30.9%				
	Disproportionate Burden		Statistical Impact 4.2%		
Area that Lost service	19.4%				
TARC Service Area	15.2%				

## Alternatives Analysis

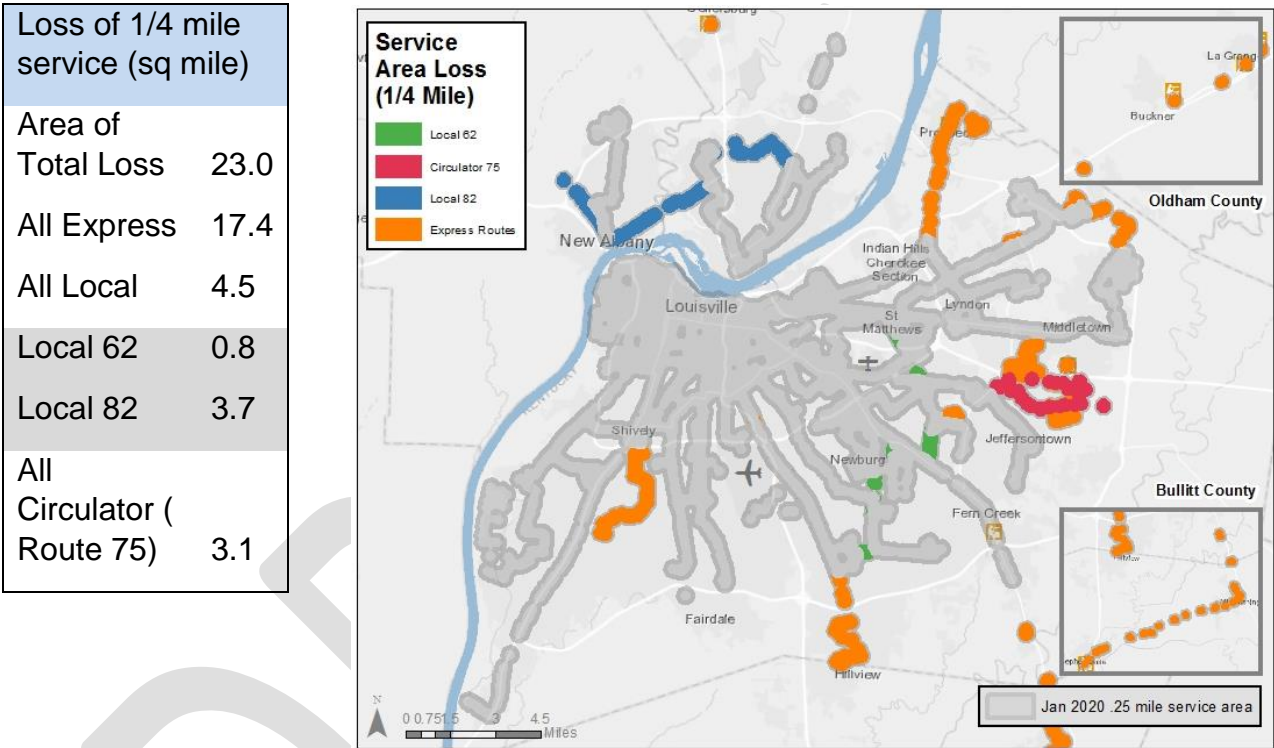
An alternatives analysis is conducted if a disproportionate or disparate impact is identified. The analysis is meant to examine impacts on TARC ridership by reviewing how easily users could access other TARC services and that routes service type: local – frequent, local – infrequent, circulator, or express. TARC prefers to use a quarter-mile threshold for an alternatives access analysis. FTA accepts and in rare occasions TARC will utilizes a half-mile threshold alternative analysis when it can be justified. One example may be when a route being lost ran 60-minute headways, the quality of service was so low that traveling a half mile for 20-minute service is an equivalent level of service to the infrequent route being lost.

Phase A and B Summary Findings

Phases A and B combined discontinues 18 routes: eleven express routes, five circulators, and two local routes. There are no significant disparate or disproportionate impacts of any of these routes after completing the alternatives analysis review

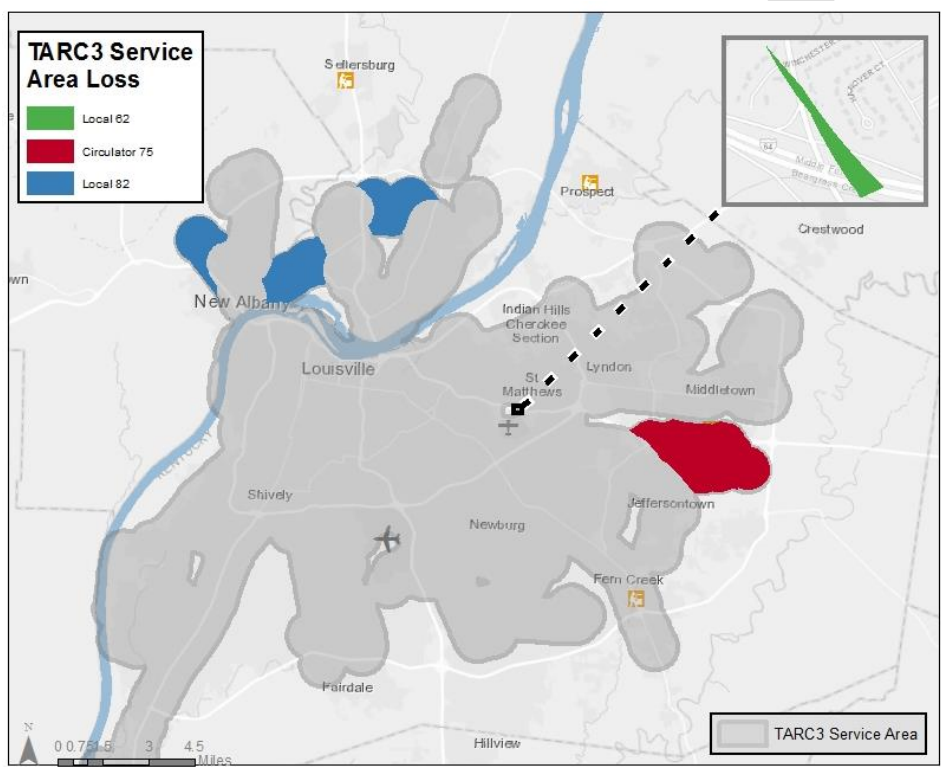
After Phases A and B are complete there will be a total reduction of 23 square mile in TARC’s quarter-mile service area.

Figure 5. Phase A and B TARC Quarter-mile Impact



The TARC3 service area will experience a 14.7 sq. mile reduction in service area. The Local 62 area will have next to no impact on TARC3 because it entirely covers Interstate and Arterial rights of way. The 7.11 square miles of Local 82 service area being lost includes 30 registered TARC3 users' home addresses. These 30 users generate on average 97 trips a month. The 7.6 square miles of Circulator 75 service area being lost includes 44 registered TARC3 users' home addresses. These users generate on average 513 trips a month. Unless grandfathered in, these users will lose their TARC3 access.

**Figure 6. Phase A and B TARC3 Three Quarter-mile Impact**



Route	Sq. Miles	Registered Users	Common Destinations
Local 62	0.004	0	0
Local 82	7.11	30	13
Circulator 75	7.60	44	47
Area of Loss	14.7	74	60



## Adverse Impact Analysis

### Introduction

The adverse impact analysis examines 19 routes. **Tables 4 – 6**, show how the routes are grouped across three separate phases.

**Figure 7. Phase A Actions**

ACTION	ROUTE	NAME
Discontinue	1	4th Street Circulator
Discontinue	45X	Okolona Express
Discontinue	49X	Westport Express
Discontinue	53X	Breckenridge Express
Discontinue	54X	Manslick Express
Discontinue	62	Breckenridge-Shepherdsville
Discontinue	64X	Fincastle-Forest Springs Express
Discontinue	65X	Sellersburg Express
Discontinue	66X	Bullitt County Express
Discontinue	68X	Prospect Express
Discontinue	77	Main-Market Circulator
Discontinue	96	Health Science Center Circulator*
Reduce	67X	Oldham County Express
Reduce	78X	Bluegrass Downtown Express

**Figure 8. Phase B Actions**

ACTION	ROUTE	NAME
Discontinue	82	New Albany-Clarksville-Jeffersonville
Discontinue	78X	Bluegrass Downtown Express
Discontinue	67X	Oldham County Express
Discontinue	61X	Plainview Express
Discontinue	75	Bluegrass Circulator*
Discontinue	52	Medical Center Circulator

**Figure 9. Phase C Actions**

ACTION	ROUTE	NAME
Reduce	10	Dixie Rapid

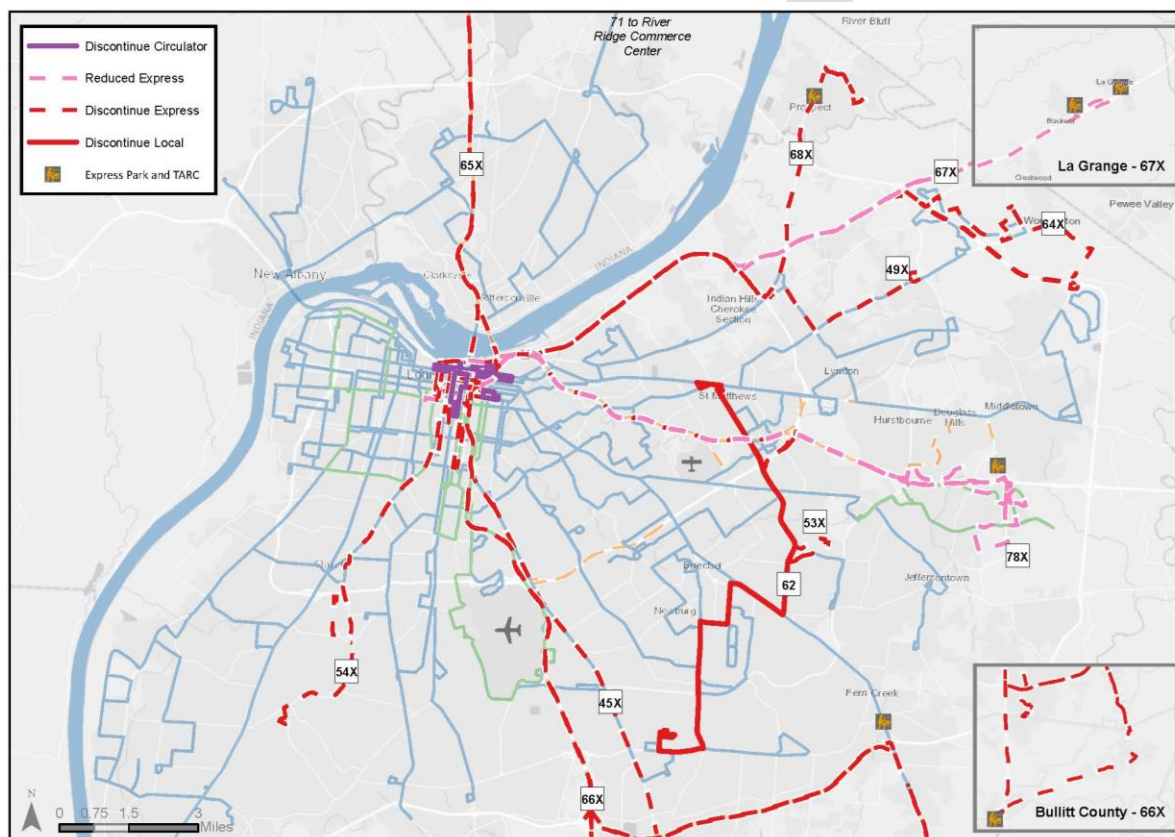


## Phase A

Phase A reduces or discontinues 14 routes: 12 discontinuations and two reductions in service. Included are two Lou Lift downtown circulators, one hospital shuttle, one local service route, and ten express routes.

The discontinuation of these routes does not cause disparate or disproportionate burdens once the alternatives analysis is completed.

**Figure 10. Phase A Route Changes transit users lose access to quarter mile service**



## Cumulative Impacts

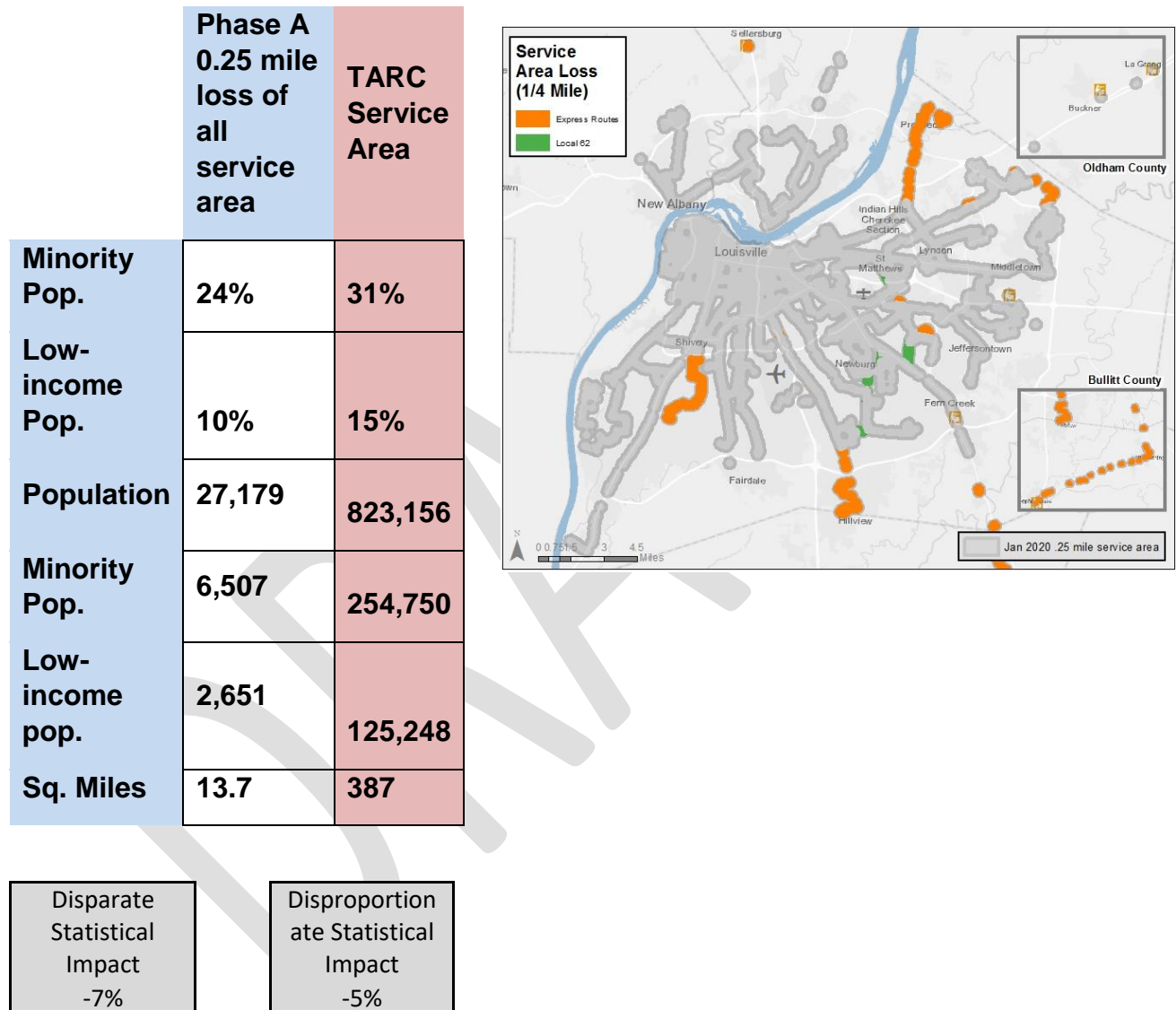
Phase A includes 4 short downtown circulators. These operate in the heart of TARC's service area and each have at least eight alternative routes that run in the vicinity and with more frequency and a wider span of service. Though these communities are losing service, they retain a high quality of service provided by the many local routes that will continue to run in the area after Phase A goes into effect.

The express routes being cut also have service area in the downtown area mentioned above. Because that area is so rich with transit alternatives, those downtown stops identified as having high quality service after the express routes were discontinued. There is 12.86 square miles of express route service area that will no longer receive any

TARC service. This area does not have high concentration of minority or low-income populations.

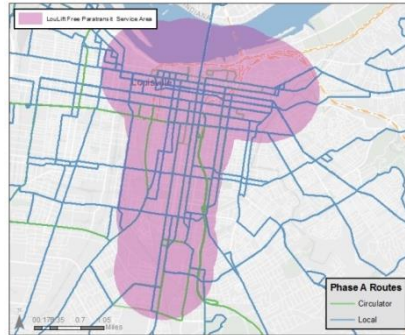
With the discontinuation of Route 62 and the 12 express routes, TARC quarter-mile service area will be reduced by 13.7 square miles.

**Figure 10. Phase A, Quarter-mile loss of all TARC service**



The TARC3 service area will experience minimal impacts. The only loss of service is a 0.004 square mile strip of route 62's service area that entirely sits right away associated with Interstate 64 and Canon's Lane. TARC3 ridership will lose access to free rides that begin and end within Route 1 and 77's service areas. On average there are about 2,700 trips per month that take advantage of this benefit.

**Figure 11. LouLift Paratransit Service Area**

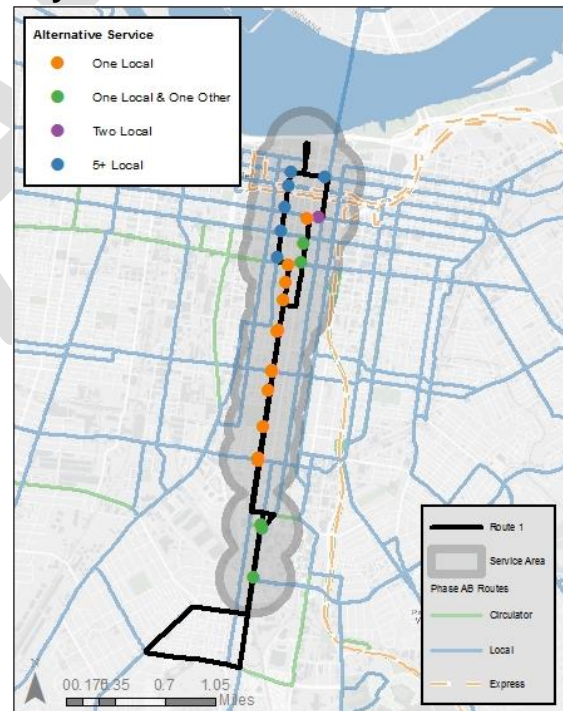


**Route 01 : Fourth Street Circulator**

Route 1 is a 9.3 mile free route that connect downtown Louisville with Churchill Downs via Fourth/Third St. This route share alignment with Route 4 which runs past Gene Snyder to Fairdale. Though **Figure 12** shows that the discontinuation of Route 1 has Disparate and Disproportionate Impacts, the alternatives analysis shows there are ample alternative routes remaining in service to mitigate the loss of Route 1 service.

**Figure 12. Route 01 Impact and Alternative Analysis**

	Route 1 0.25 mile service area	TARC Service Area
Minority Pop.	48%	31%
Low-income Pop.	39%	15%
Population	10,501	823,156
Minority Pop.	5,038	254,750
Low-income pop.	4,117	125,248
Sq Miles	1.87	387
Disparate Statistical Impact 17%		Disproportionate Statistical Impact 23.8%



## Alternative Analysis

Route 1 runs 7am – 7pm Monday through Friday, and 10am to 6pm on Saturday and Sunday. It's a limited access route that circulates between a tourist destination and Louisville's Central Business District. Route 1 runs in a transit rich corridor that has 18 other Local routes that run within a quarter mile of Route 1's bus stops. 80% (24) of Route 1's stops will still have direct service from other routes that pick up at the stops.

### Alternative Routes within .25 mile of stops

Local Routes : 2, 4, 6, 15, 17, 18, 19, 21, 23, 25, 27, 29, 31, 40, 43, 63, 71, 72

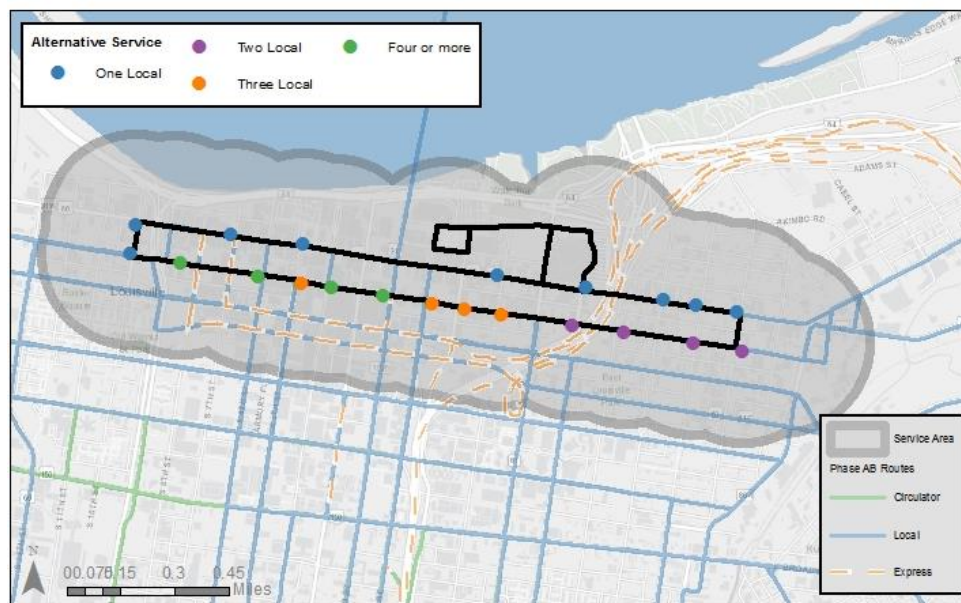
Circulators : 93, 94, 99

Express Routes : 17X, 30X, 40X

## Route 77 : Main-Market Circulator

Route 77 is a 5 mile free route that circulates through NuLu and the Downtown Business District. Though the discontinuation of Route 77 has Disparate and Disproportionate Impacts, the alternative analysis shows there are ample alternative routes remaining in service and with a much more livable span of service to mitigate the loss of Route 77 service.

**Figure 13. Route 77 Impact and Alternative Analysis**





	Route 77 <u>0.25 mile</u> service area	TARC Service Area	
Minority Pop.	87%	31%	Disparate Statistical Impact 56%
Low-income Pop.	52%	15%	
Population	2,597	823,156	Disproportionate Statistical Impact 37%
Minority Pop.	2,251	254,750	
Low-income pop.	1,343	125,248	
Sq Miles	1.33	387	

### Alternative Analysis

Route 77 runs 5:30am – 8:30pm Monday through Friday, 10am to 6pm on Saturday, and does not run on Sunday. It's a limited access route that circulates between a tourist/commercial destination and Louisville's Central Business District. Route 77 runs in a transit rich corridor that has 13 other Local routes that run within a quarter mile of Route 77's bus stops. 70% (21) of Route 77's stops will still have direct service from other routes that pick up at the stops.

#### Alternative Routes within .25 mile of stops

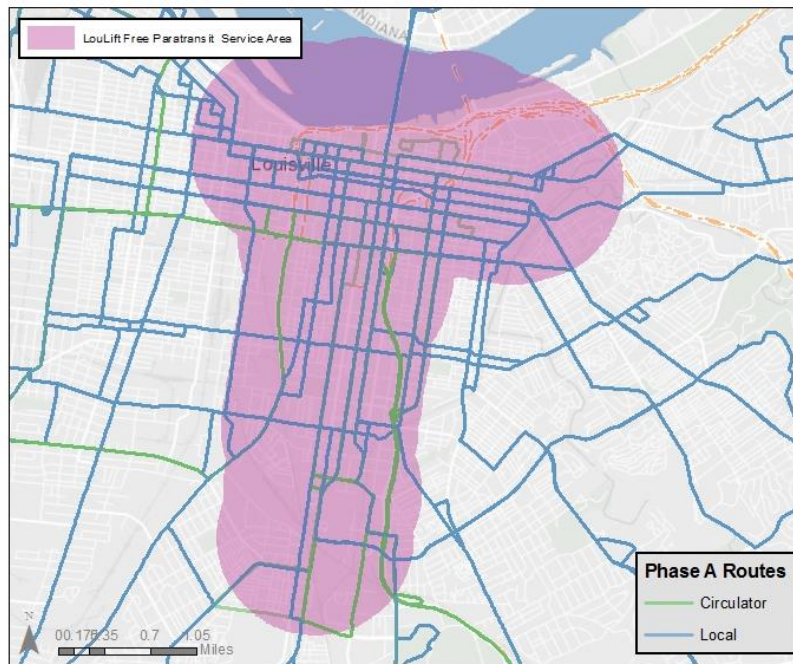
Local Routes : 2, 4, 6, 15, 17, 18, 19, 31, 40, 43, 63, 71, 72

Express Routes : 17X, 30X, 40X

### LouLift Paratransit Impact – Routes 01 and 77

The LouLift circulators 01 and 77 offer free rides to users. This benefit is extended to paratransit users who begin and end their TARC3 trip within the combined LouLift service areas. On average there are about 2,750 trips per month that take advantage of this benefit. With the discontinuation of the LouLift routes, this TARC3 benefit would also be discontinued.

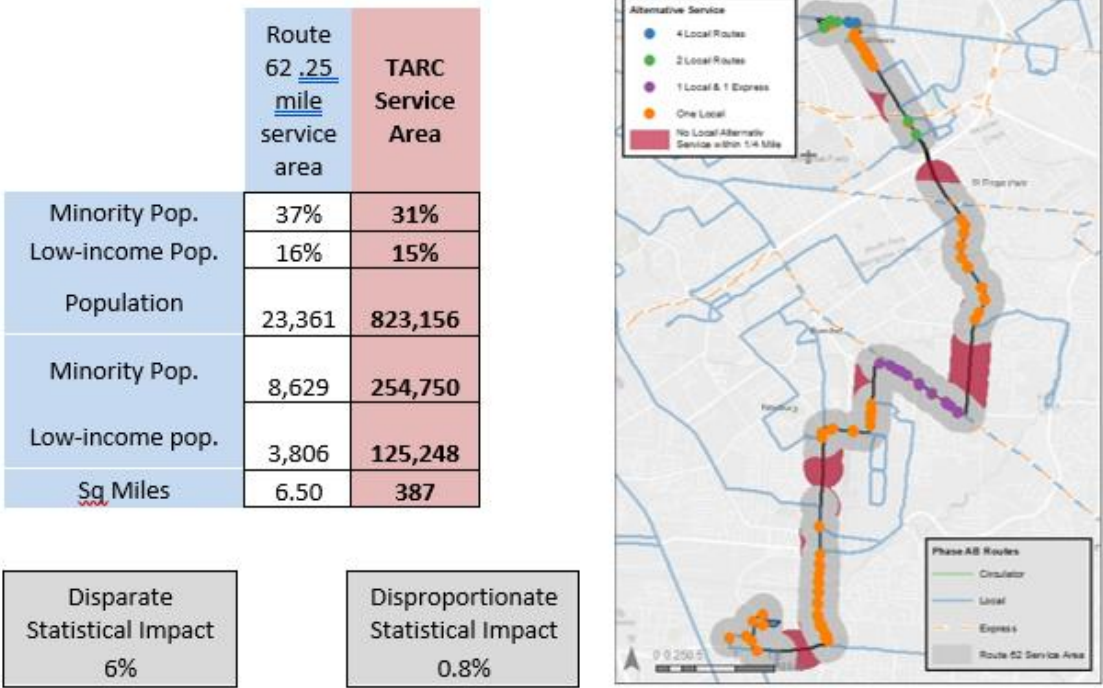
**Figure 14. LouLift Paratransit Service Area**



### **Route 62 : Breckenridge – Shepherdsville**

Route 62 is a 15 mile east to west local route that travels from St. Matthews to out past Newburg. Service runs hourly service 7am to 7pm Monday through Friday, with no weekend service. The Route curves on the outer edge of TARC's service area. In some of these areas, Route 62 is the only route running. With the discontinuation of route 62, 0.84 square miles of service area will no longer have quarter mile service, and 0.19 square miles of service area will no longer have half mile service. Neither these areas of loss, nor the discontinuation of this route in full have any disparate or disproportionate impacts.

Figure 15. Route 62 Impact and Alternative Analysis



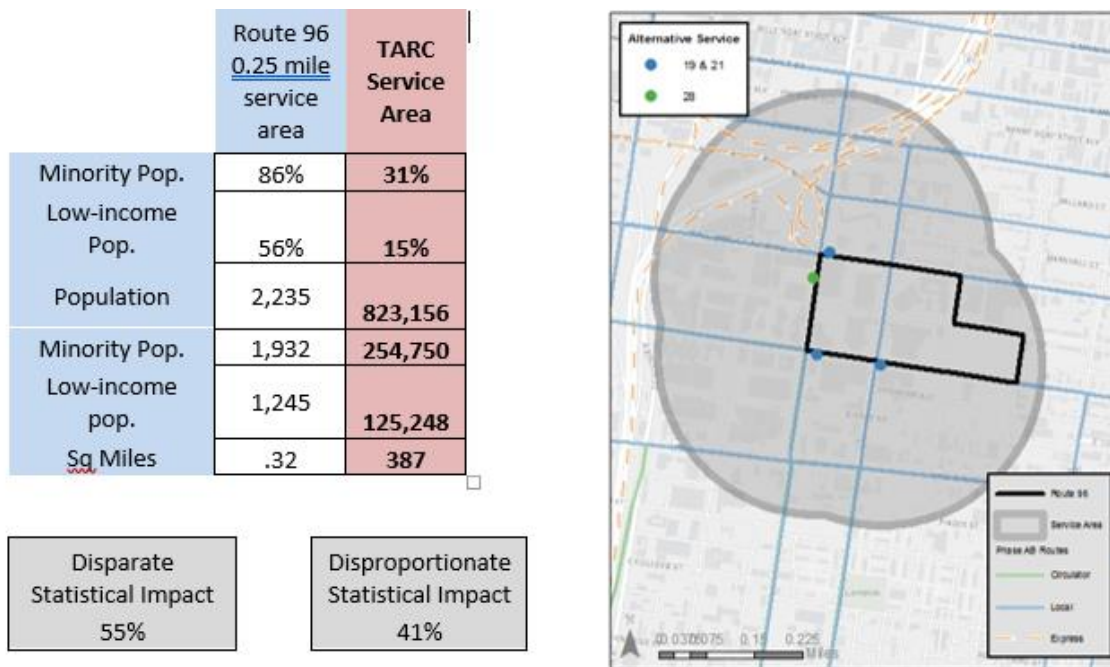
**Paratransit Analysis**

There is a minor impact the to the TARC3 service area with the discontinuation of Route 62. A 0.004 square mile area that mostly consists of Interstate 64 and Canons Lane will no longer be within the service area. There are no TARC3 registered users or registered locations within this area.

**Route 96 : Health Science Center Circulator**

Route 96 is a 1 mile route that has four stops to connect parking garages with hospital entrances. Though the discontinuation of Route 96 has Disparate and Disproportionate Impacts, the alternatives analysis reveals that there are ample alternative routes serving the 5 block area and with a much more livable span of service to mitigate the loss of Route 96 service.

**Figure 16. Route 96 Impact and Alternative Analysis**



### **Alternative Analysis**

Route 96 runs 6am – 10pm Monday through Friday. It does not provide weekend service. It's a limited access route that circulates 5 blocks. Route 96 runs in a transit rich corridor that has 8 other Local routes that run within a quarter mile of its bus stops. All of the stops will still have direct service from other local routes that pick up at that location.

### **Active Routes**

Local Routes : 15, 17, 18, 19, 21, 23, 40, 43

Circulators : 99

Express Routes : 17X, 30X, 40X

### **Discontinue Express Routes**

Express Routes are commuter routes that are schedule to connect 1<sup>st</sup> shift workers from the suburbs to downtown and back with closed door service along most of the alignment. There are 8 express routes in phase A that are discontinued. Their adverse impact analysis results are located in **table 1**. Though there are five routes that have Disparate or Disproportionate Impacts, the alternative analysis shows that the area that



will lose all TARC service are not area of concentrated minority or low-income populations.

**Table 1. Express Route Discontinuation Impact Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		

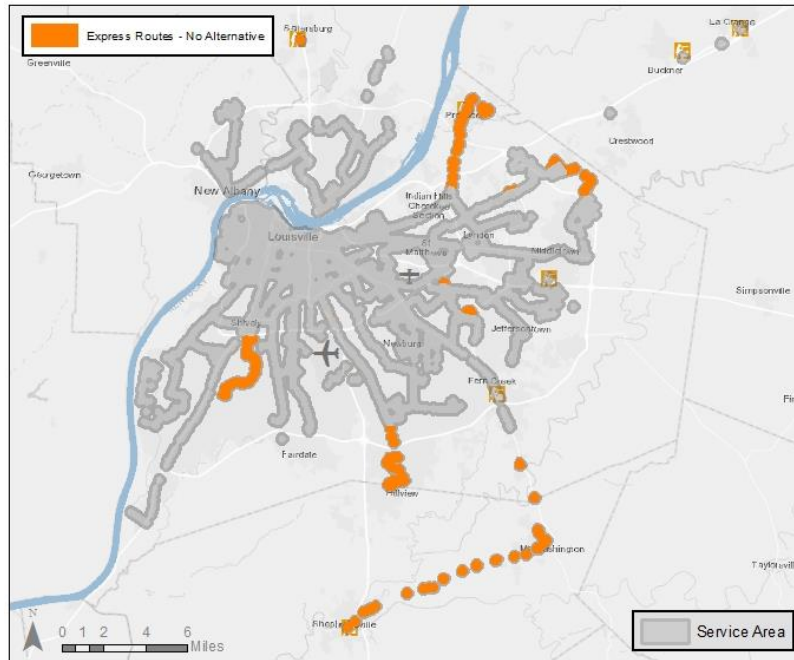
  

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>45X</b>	32%	21%	18,744	5,977	3,871	1%	5%
<b>49X</b>	33%	16%	9,859	3,221	1,626	2%	1%
<b>53X</b>	41%	20%	11,712	4,839	2,380	10%	5%
<b>54X</b>	49%	20%	12,222	6,006	2,504	18%	5%
<b>64X</b>	43%	18%	10,324	4,449	1,818	12%	2%
<b>65X</b>	72%	50%	3,865	2,801	1,916	42%	34%
<b>66X</b>	45%	34%	9,002	4,036	3,096	14%	19%
<b>68X</b>	32%	20%	6,419	2,083	1,275	2%	5%

### **Alternative Analysis**

The downtown stops for routes 53X, 54X, 64X, 65X, and 66X all have alternative local service from routes that will continue to run. **Figure 17** shows the express stops that do not have any alternative service. The areas that lose TARC service are not areas with high concentrations of low-income or minority populations.

**Figure 17. Express Route Discontinuation Alternative Analysis**



	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>

Areas that lost all service	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>53</b>	26%	8%	1,750	457	134	-5%	-8%
<b>54</b>	34%	9%	6,808	2,309	608	3%	-6%
<b>64</b>	32%	6%	3,186	1,023	201	1%	-9%
<b>65</b>	8%	9%	320	26	28	-23%	-6%
<b>66</b>	5%	9%	3,533	163	315	-26%	-6%
<b>68</b>	13%	3%	2,974	374	97	-18%	-12%

## Express Route Service Reduction

Service reductions of more than 25% bus hours or miles have been proposed on routes 78X and 67X. **Table 2** shows the results of a disparate and disproportionate impact analysis. The reductions on Route 78X do not have any Disparate or Disproportionate impacts. Though the reductions on route 67X have Disparate and Disproportionate impacts, the alternatives analysis shows the low income and minority communities are clustered around the downtown stops along Route 67X and retain comprehensive TARC service. The 67X stops that lose service are out in Oldham County and do not have concentrations of low income or minority communities.

**Table 2. Express Route Reduction Impact Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		
	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>67X</b>	59%	41%	2,871	1,707	1,185	29%	26%
<b>78X</b>	40%	21%	5,744	2,284	1,194	9%	6%

## Alternative Analysis

**Table 3** provides the demographic statistics of area that do not have alternative TARC service and shows that the areas that lose TARC service are not areas with high concentrations of low-income or minority populations.

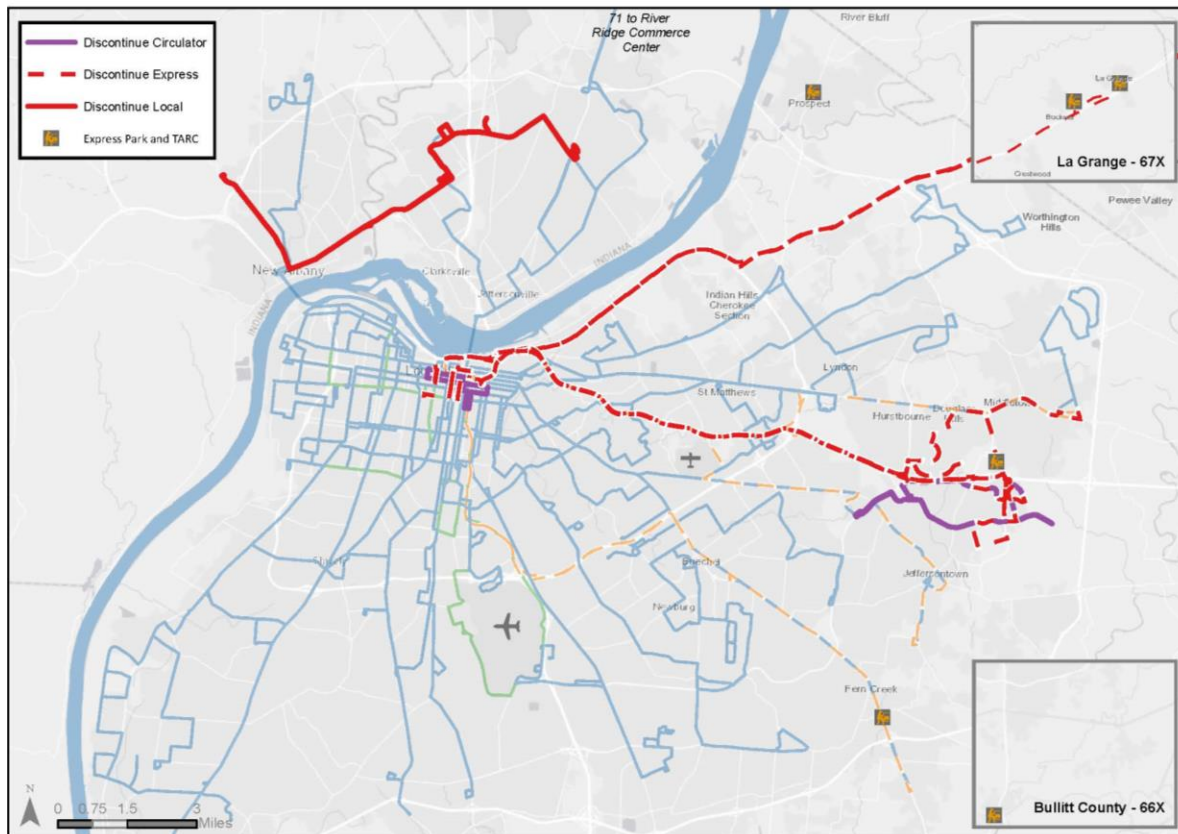
**Table 3. Express Route Reduction Alternatives Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		
<b>Areas that lost all service</b>	<b>Minority Pop.</b>	<b>Low-income Pop.</b>	<b>Population</b>	<b>Minority Pop.</b>	<b>Low-income pop.</b>	<b>Disparate Statistical Impact</b>	<b>Disproportionate Statistical Impact</b>
<b>67X</b>	18%	12%	620	110	72	-13%	-4%

## Phase B

Phase B consists of six routes, all discontinuations. Included are two circulators, one local, and three express.

**Figure 18. Phase B Route Changes transit users lose access to quarter mile service**



## Cumulative Impacts

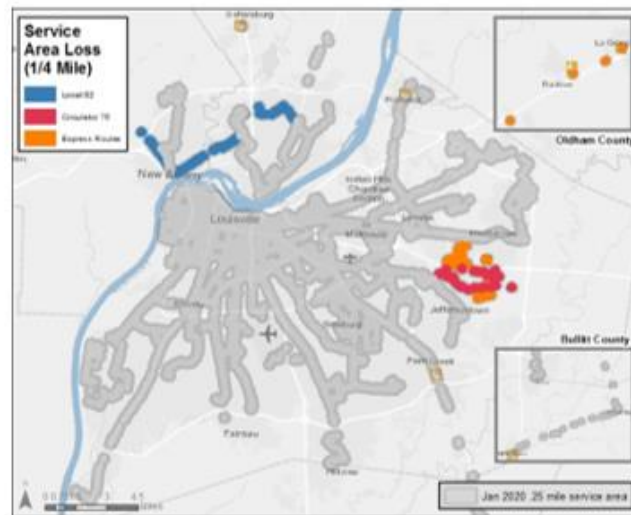
With the discontinuation of Routes 75 and 82, and the three express routes, TARC's quarter mile service area will decrease by 11.27 square miles. This loss of service does not include disproportionate or disparate impacts.

**Table 4. Phase B, Quarter-mile loss of all TARC service**

	Phase A 0.25 mile loss of all service area	TARC Service Area
Minority Pop.	19%	31%
Low-income Pop.	10%	15%
Population	21,165	823,156
Minority Pop.	4,001	254,750
Low-income pop.	2,109	125,248
Sq Miles	11.27	387

Disparate Statistical Impact -12%	Disproportionate Statistical Impact -5%
--	--



Phase B includes one short downtown circulator that operates in the heart of TARC's service area and has 10 plus alternative local routes that have more frequencies and longer spans of services. Though the surrounding community is losing service, they retain a high quality of service from the alternative routes available.

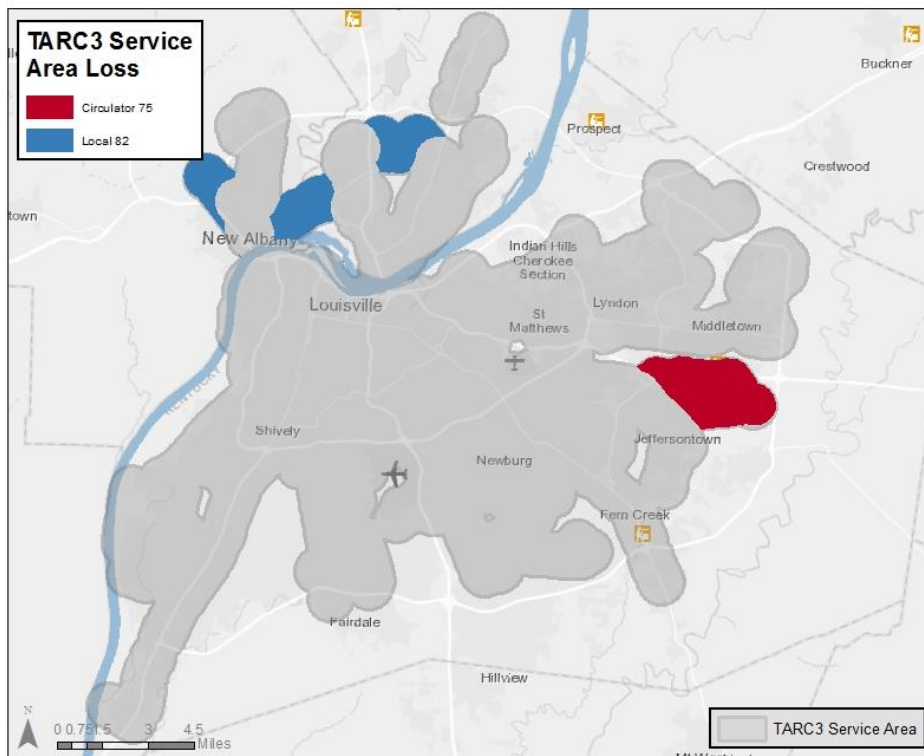
The express routes being cut also have service in the transit rich downtown area. For this reason, the downtown stops for express routes 61, 67, and 78 were removed from the alternatives analysis. With the discontinuation of the remaining express routes, 4.5 square miles will be removed from TARC's quarter-mile service area. This area does not have a high concentration of minority or low income populations.

The discontinuation of local routes 75 and 82 will also include a loss of TARC service Area. 3.07 square miles of Route 75 and 3.66 square miles of route 82 will loss access to any TARC service. Neither of these service areas have a high concentration of minority or low-income populations.

**Table 5. Phase B, Loss of Service Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		
<b>Areas that lost all service</b>	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>Express Routes 61x, 67, &amp; 78X</b>	18%	3%	8,090	1,471	264	-13%	-11%
<b>Local &amp; Circulator Routes 75 &amp; 82</b>	20%	14%	13,075	2,584	1,845	-11%	-1%

The TARC3 service area will also experience a reduction. The 7.6 square miles of Circulator 75 service area being lost includes 44 registered TARC3 users' home addresses. These users generate an average of 513 trips a month. The 7.11 square miles of Local 82 service area being lost includes 30 registered TARC3 users' home addresses. These users on average generate 97 trips a month. Unless grandfathered in, these users will lose their TARC3 access.

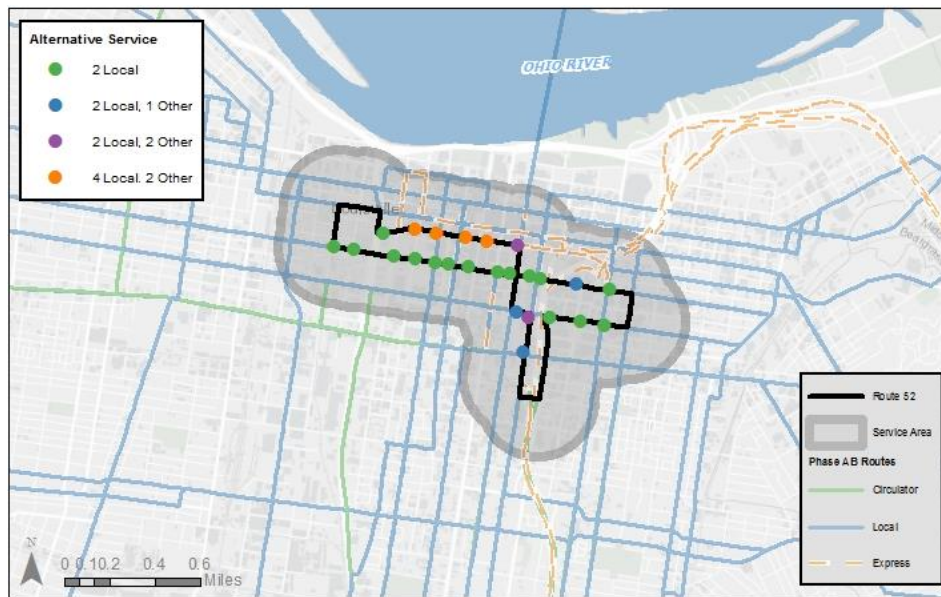


### **Route 52 : Medical Center Circulator**

Route 52 is a 4 mile circulator that runs between Beecher Terrace and hospital complex near the Preston St and Muhammad Ali intersection. Though the discontinuation of Route 52 has Disparate and Disproportionate Impacts, the alternatives analysis reveals that there are ample alternative routes that serve these areas with more livable spans of service.



**Figure 20. Route 52 Impact and Alternative Analysis**



	Route 52 0.25 mile service area	TARC Service Area	
Minority Pop.	82%	31%	Disparate Statistical Impact 51%
Low-income Pop.	61%	15%	
Population	6,543	823,156	Disproportionate Statistical Impact 46%
Minority Pop.	5,396	254,750	
Low-income pop.	3,967	125,248	
Sq Miles	1.32	387	

### ***Alternatives Analysis***

The route runs every 20 minutes, 9:30am to 3:30 pm, Monday through Friday. On Saturdays service runs every 35 minutes 9:30 to 5pm. Route 52 does not run on Sundays. Route 52 runs in a transit rich corridor in Louisville Central Business District. There are 16 local routes that provide service along Route 52. 23 of the 34 stops will have direct service from at least two local routes.

#### **Active Routes**

Local Routes : 2, 4, 6, 12, 15, 17, 18, 19, 21, 23, 31, 40, 43, 63, 71, 72

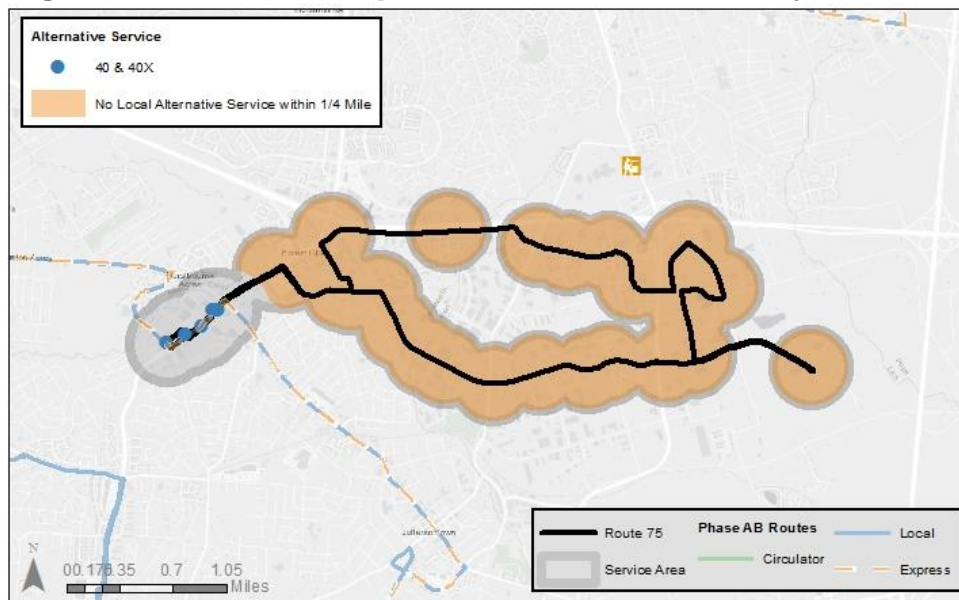
Circulators : 93, 99

Express Routes : 17X, 30X, 40X

## Route 75 : Bluegrass Circulator

Route 75 is an 11.5 mile circulator that operates as a 1st shift jobs connector in east Louisville. It makes eight trips each weekday, 4 trips between 6:30am and 9am, and between 3:30 and 6am. Its discontinuation does not have disparate or disproportionate impacts. However, with its remove TARC service area will decrease and leave people without any access to TARC services. Three square miles will no longer be within a quarter mile of TARC service. This also has implications for Paratransit service.

**Figure 19. Route 75 Impact and Alternative Analysis**

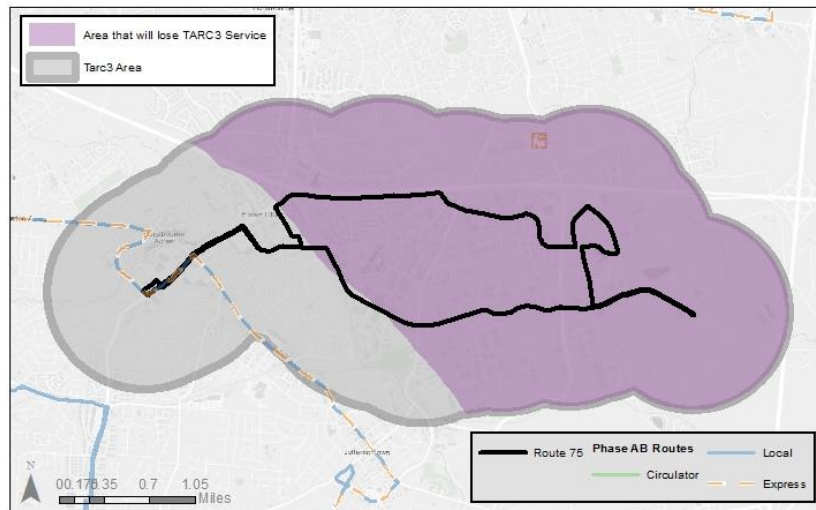


	Route 75 0.25 mile service area	TARC Service Area	
Minority Pop.	24%	31%	Disparate Statistical Impact -7%
Low-income Pop.	3%	15%	
Population	2,995	823,156	Disproportionate Statistical Impact -12%
Minority Pop.	711	254,750	
Low-income pop.	99	125,248	
Sq Miles	3.07	387	

## Paratransit Analysis

With the discontinuation of route 75, 7.11 square miles will no longer be eligible for TARC 3 rides. In that area there are 44 registered TARC3 home addresses, and 47 TARC3 common destinations. On Average these users take 513 trips each month.

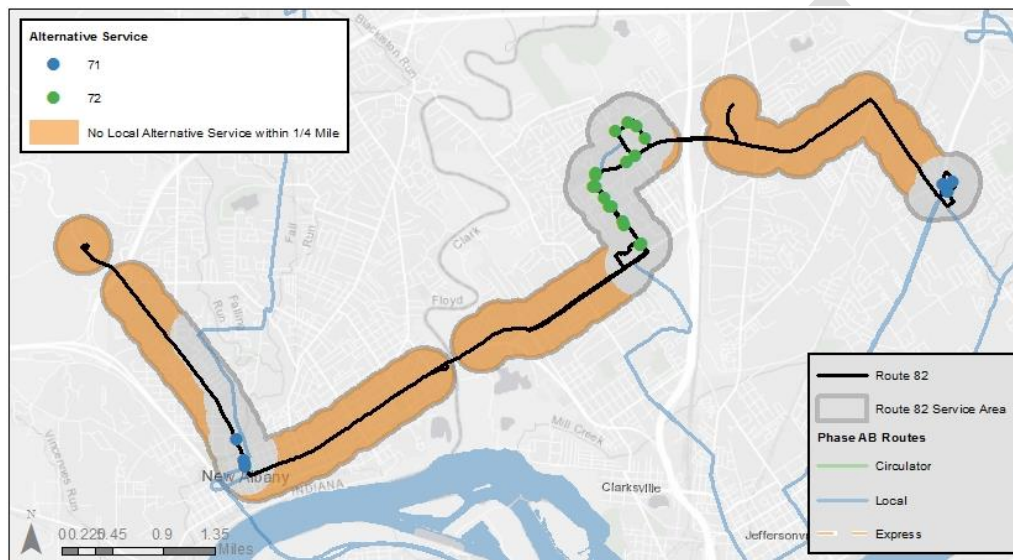
**Figure 22. Route 75 Paratransit Service Area**



## Route 82 : New Albany-Clarksville-Jeffersonville

Route 82 is a 16 mile local route that runs exclusively in Indiana. It serves as an east – west connection route to routes 71 and 72. It has hourly service on weekdays, 5:30 am to 8pm, 90 minute service on Saturdays, and no service on Sundays. The discontinuation of route 82 does not have disparate or disproportionate impacts. However, it does reduce TARC’s Service area. 3.66 square miles will lose all access to TARC services. 7.6 square miles will no longer be eligible for TARC3 services.

**Figure 20. Route 82 Impact and Alternative Analysis**

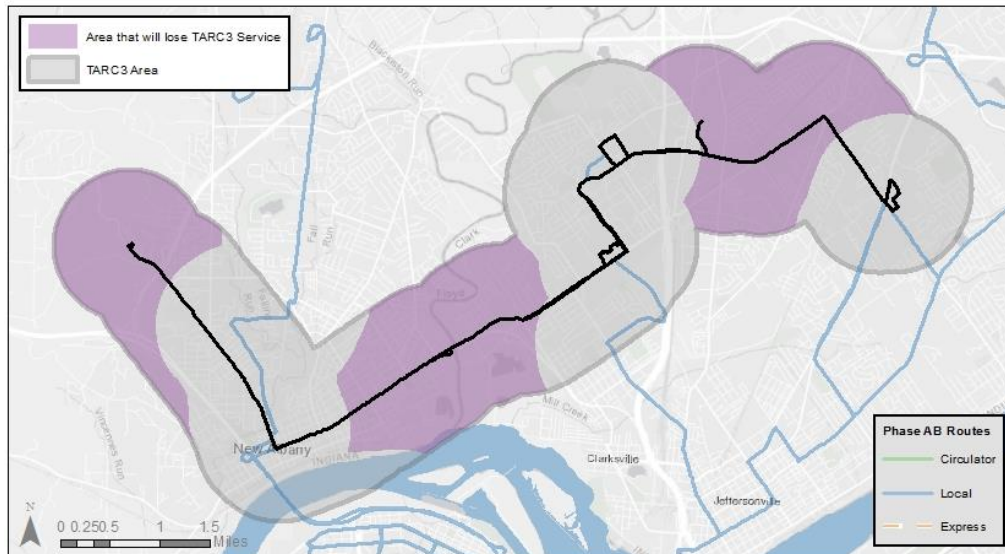


	Route 82 0.25 mile service area	TARC Service Area	
Minority Pop.	22%	31%	Disparate Statistical Impact -9%
Low-income Pop.	18%	15%	
Population	14,958	823,156	
Minority Pop.	3,331	254,750	Disproportionate Statistical Impact +3%
Low-income pop.	2,742	125,248	
Sq Miles	5.63	387	

## Paratransit Analysis

With the discontinuation of route 82, 7.6 square miles will no longer be eligible for TARC 3 rides. In that area there are 30 registered TARC3 home addresses, and 13 TARC3 common destinations. On average these users take 97 trips a month.

**Figure 24. Route 82 Paratransit Service Area**



## Discontinue Express Routes

Express Routes are commuter routes that are schedule to connect 1<sup>st</sup> shift workers from the suburbs to downtown and back with closed door service along most of the alignment. There are 3 express routes in phase B that are discontinued. Their adverse impact analysis results are located in **table 16**.

Though the reductions on route 67X have Disparate and Disproportionate impacts, the alternatives analysis shows the low income and minority communities are clustered around the downtown stops along Route 67X and retain comprehensive TARC service. The 67X stops that lose service are out in Oldham County and do not have concentrations of low income or minority communities.

**Table 5. Phase B, Express Route Impact Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		
Areas that lost all service	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>61</b>	30%	13%	10,712	3,241	1,444	-1%	-2%
<b>67</b>	59%	41%	2,871	1,707	1,185	29%	26%
<b>78</b>	40%	21%	5,744	2,284	1,194	9%	6%

**Table 6. Phase B, Express Route Alternative Analysis**

	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.		
<b>TARC Service Area</b>	<b>31%</b>	<b>15%</b>	<b>823,156</b>	<b>254,750</b>	<b>125,248</b>		
Areas that lost all service	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
<b>67</b>	18%	12%	620	110	72	-13%	-4%

### **Phase C**

Phase C consists of service changes to route 10, the Dixie Rapid. TARC's FTA approved Public Participation Plan defines a major change being one that change revenue service more than 25% on a route. The changes proposed for Route 10 encompass a 20.64% reduction in total miles and a 17.25% reduction in hours. Not hitting the 25% mark, a service equity analysis on Phase C is not included.

DRAFT



## Appendix P

### **CMAQ Routes Service Equity Analysis**

#### **Introduction**

In compliance with Title VI of the Civil Rights Act of 1964, the Transit Authority of River City (TARC) includes a Service Equity Analysis as part of major service changes to assess the impacts on minority and low-income communities in the TARC service area. Section 601 of the Civil Rights Act of 1964 states:

“No person in the United States shall, on the grounds 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 assistance.”

The Federal Transit Administration (FTA) is responsible for ensuring that applicants and recipients of FTA’s distributed funding are compliant in performing such analysis and are accurate in their interpretation of the results of the analysis. To aid in this work, FTA has published Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients, which TARC followed in conducting the following analysis.

TARC provides regional transit service to many diverse communities throughout the Louisville, KY region. Up to three times per year, TARC prepares service changes that may include major changes in response to changing conditions. Based on TARC’s service standards, “major” service changes are those that change revenue service more than 25% on a route. These changes trigger a service equity analysis that requires approval by the TARC Board of Directors.

For the upcoming August 2022 service change, TARC is planning to implement 3 new grant-funded routes designed to provide improved access to employment opportunities. The federal CMAQ (Congestion Mitigation and Air Quality) grant provides funding for these new routes for 3 years after which performance of each route will be evaluated by TARC.

The purpose of this analysis is to evaluate the communities that would benefit from the implementation of these new routes to see if historically marginalized communities are being properly served.

## Methodology

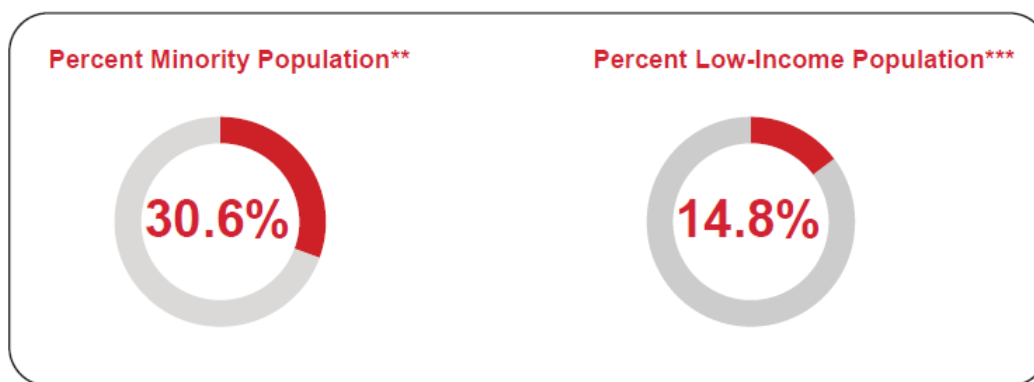
TARC adopts the recommended FTA approach for disparate impacts and disproportionate burden policies for major service changes and adjustments.

**Disparate Impact:** +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority passengers.

**Disproportionate Burden Policy:** +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income passengers.

In order to perform this analysis a demographic profile was generated for TARC's service area. This provides a baseline for which each route's impact can be compared. The population of the Title VI communities as a percentage of the total population of the TARC service area is shown in the **Figure 1** below.

**Figure 1: 2022 TARC Service Area Title VI & E.J. Percentages**



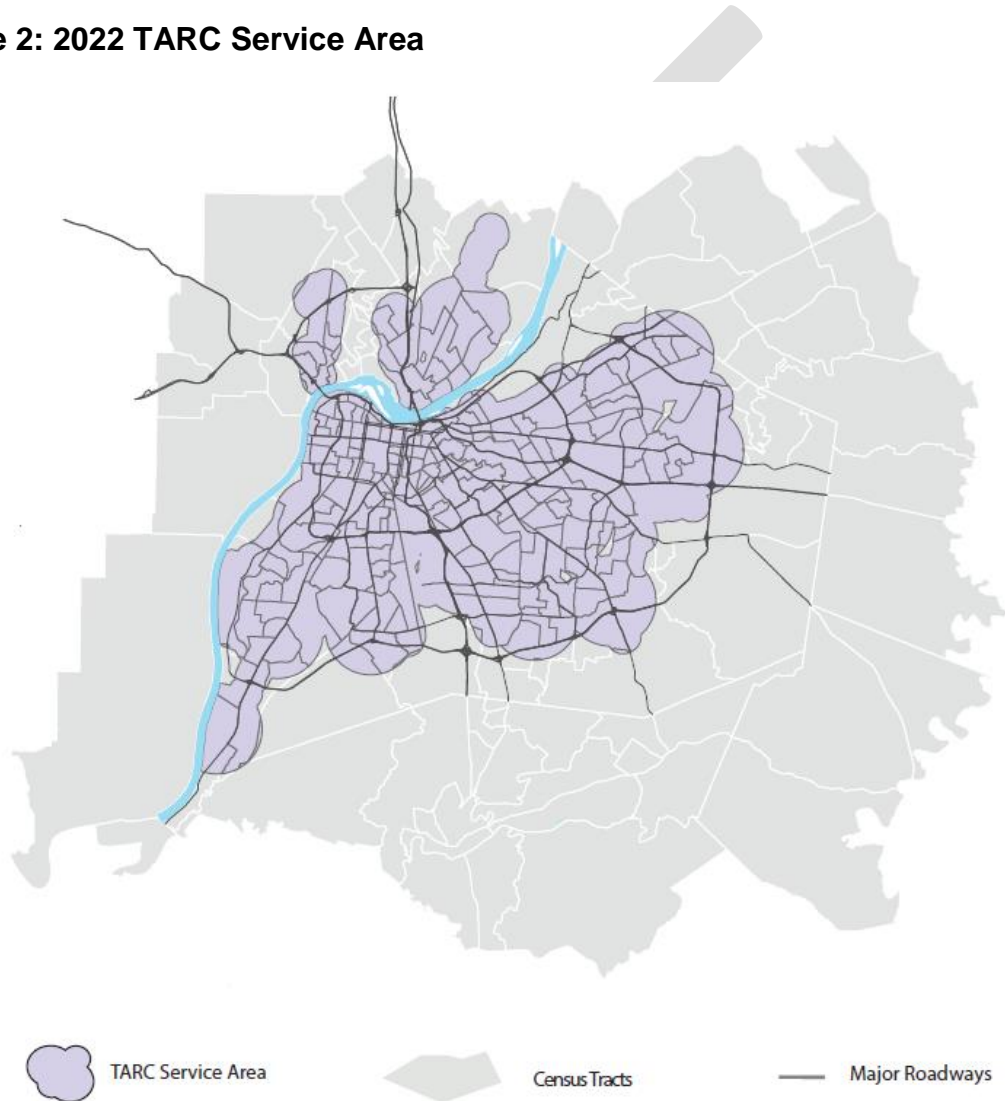
\*\* Source: 5-year (2016-2020) American Community Survey, Table B03002: Hispanic or Latino Origin by Race, Total minus Not Hispanic or Latino: White alone.

\*\*\* Source: 5-year (2016-2020) American Community Survey, Table C17002: Ratio of Income to Poverty Level, Under .50 plus .50 to .99.

The TARC service area is the combination of .75-mile buffers around all fixed route stops and a 2-mile buffer around all Park & Ride stops. This area is the expected area that could be served by TARC fixed route or TARC 3. To produce a more realistic depiction of area serviceable by TARC, portions of the buffers that fall on or across the Ohio River (if a bridge is not present) are removed as these areas would be impossible to access.

Below, **Figure 2** shows the buffered service area overlaying the surrounding census tract.

**Figure 2: 2022 TARC Service Area**

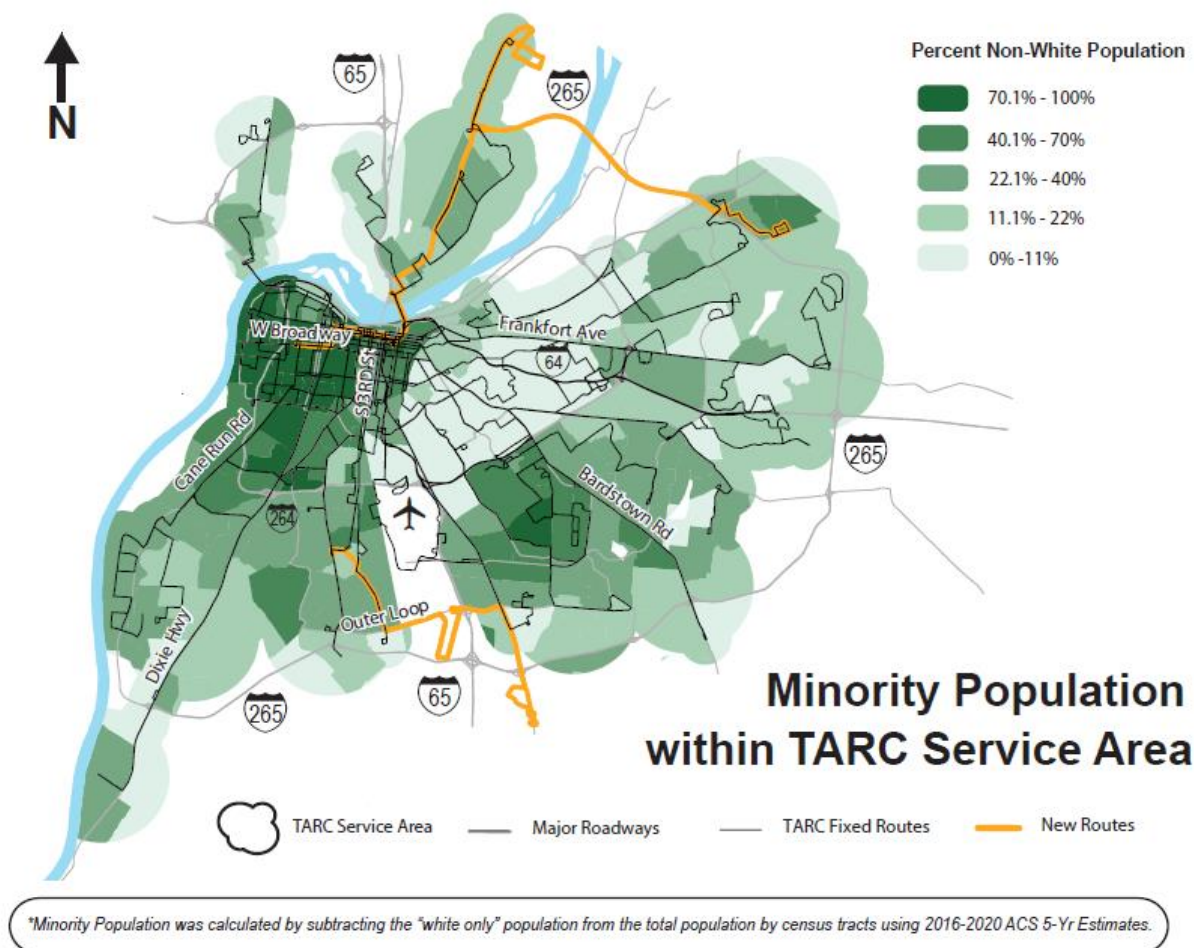


## Results

Once the TARC service area was established the Service Equity Analysis could begin. A demographic profile was created using the most recent census data for tracts that fall within the service area. For tracts that only partially fell within the boundaries of the TARC service area, the percent of the tract's area within the service area was multiplied by the demographic data sets for the entire tract. This method assumes that the population of each tract is distributed evenly which we know is not the case. However, steps were taken to mitigate this shortfall in the methodology by removing areas known to be uninhabitable, (i.e. large bodies of water).

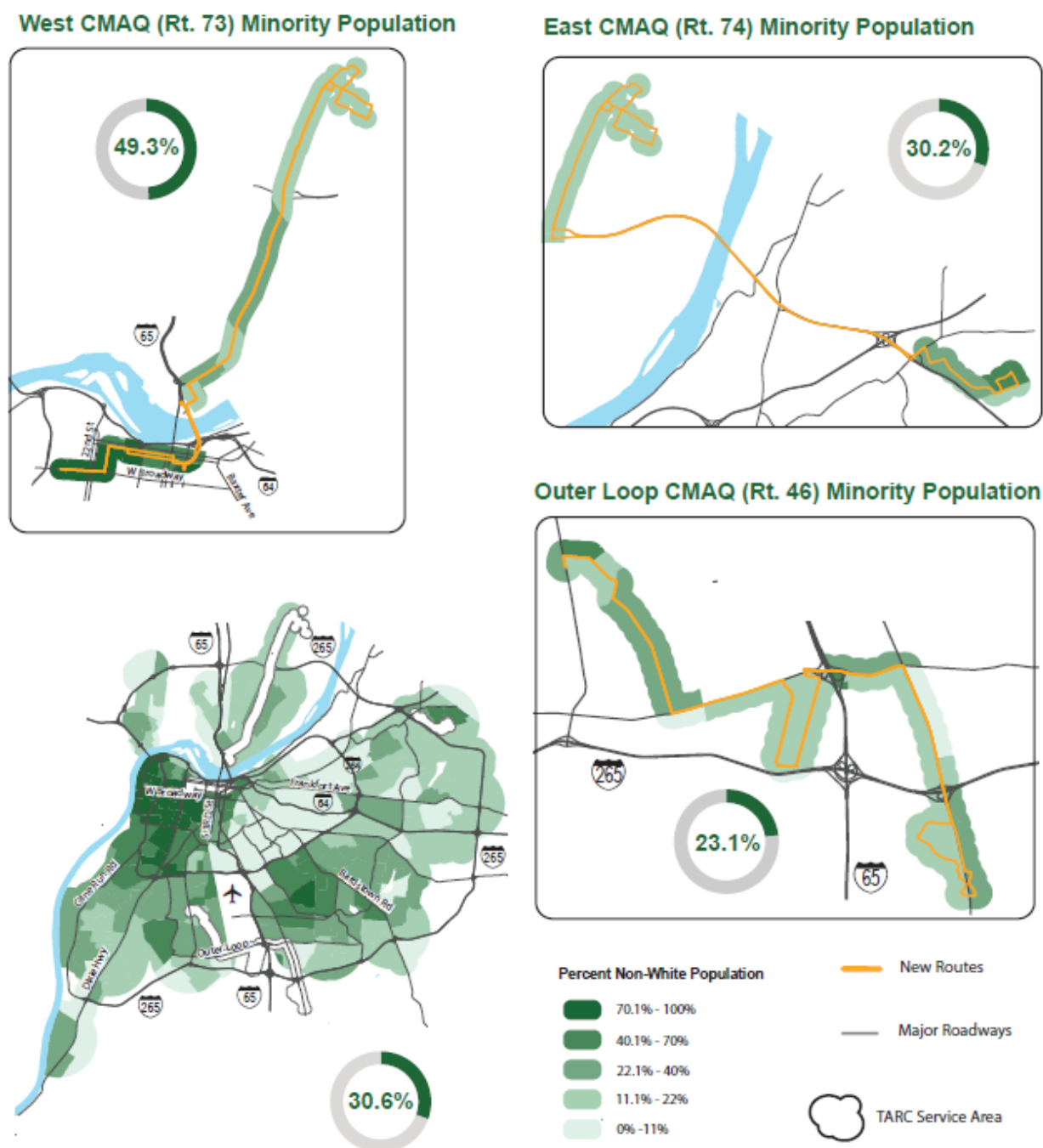
The numbers were aggregated to establish a final percentage for minority and low-income populations for the entire TARC service area that would be used as a benchmark to compare similar demographic profiles for the proposed CMAQ routes.

**Figure 3: Minority Population within TARC Service Area**



The same process for creating a demographic profile for the TARC service area was used to produce population percentages for the proposed CMAQ routes. These service areas were made from ¼ mile buffers around each proposed stop or potential stop location for the new routes. **Figure 4** shows the distribution of minority populations within the new route service areas compared to that of TARC's system-wide area.

**Figure 4: Minority Population within CMAQ Route Service Areas**

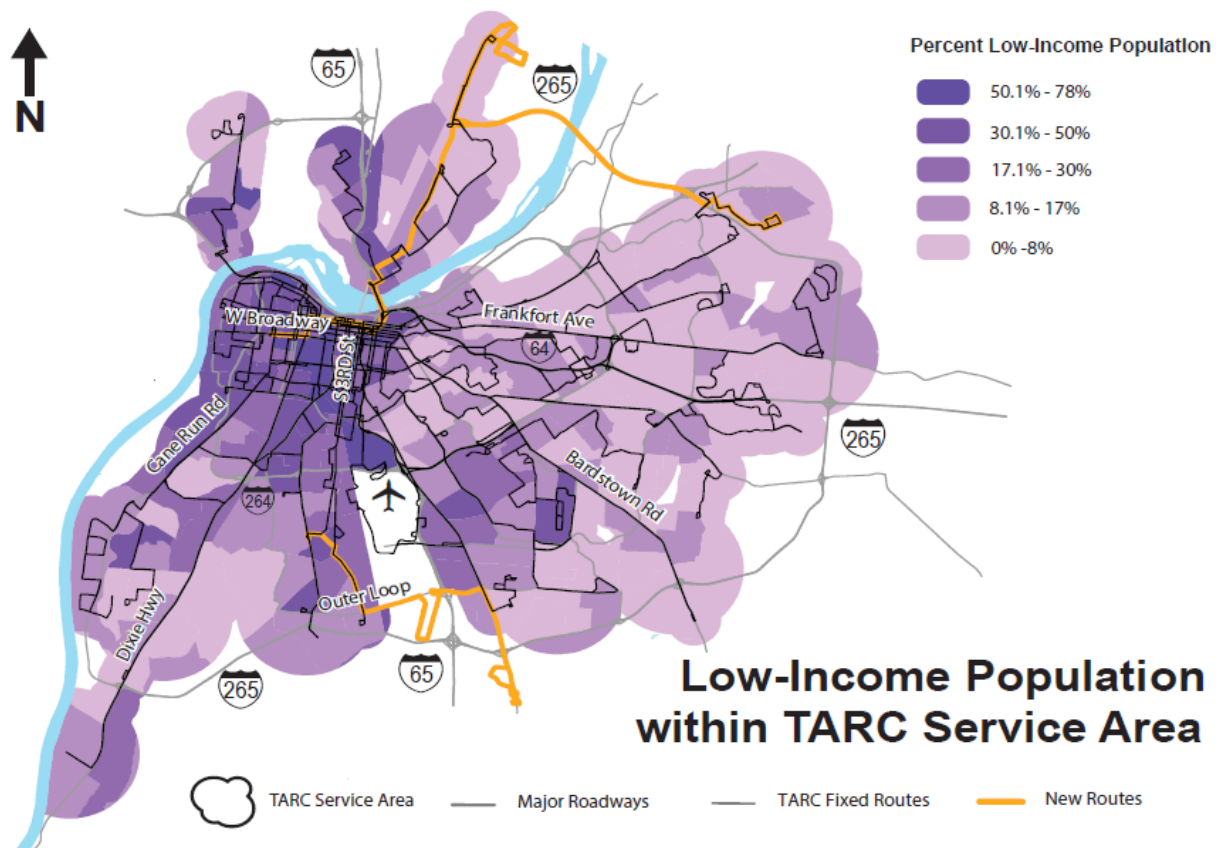


The proposed CMAQ routes were designed to connect low-income populations that typically would rely on public transportation to jobs. Increased development in River Ridge and Commerce Crossing has prompted many employers to request bus service to connect their workforce to new employment centers. Therefore, finding the low-income population percentage for each proposed route was important to make sure the intended populations were benefiting from these new routes.

Much like the distribution of minority population within the TARC service area, low-income population percentages appear to be higher in west and south Louisville census tracts.

Below, **Figure 5** shows the low-income population distribution within the TARC Service Area.

**Figure 5: Low-Income Population within TARC Service Area**

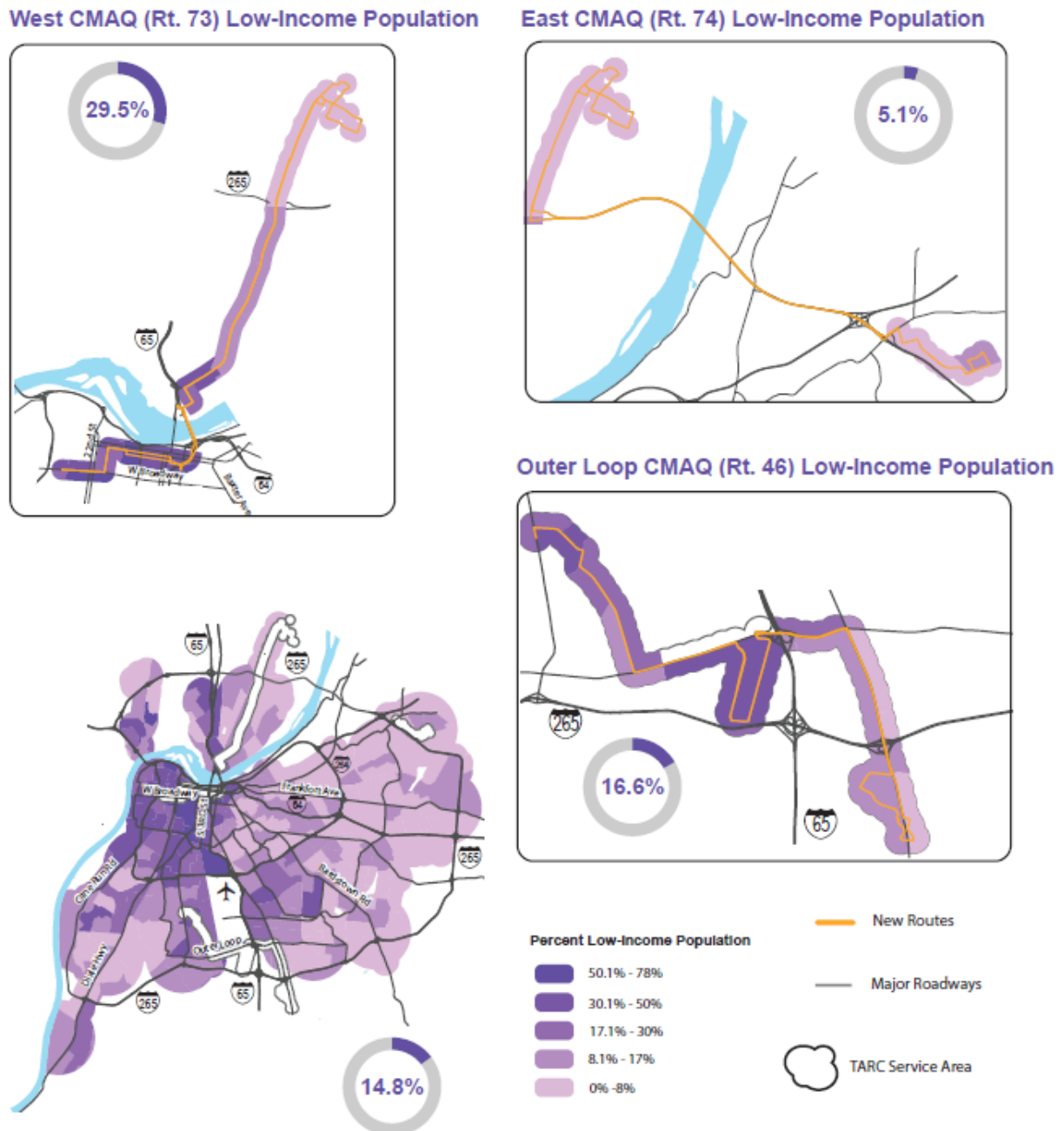


*\*Low-Income Population is considered those with a ratio of income to the poverty level of 0 - 0.99. The data is by census tract using 2016-2020 of people for whom poverty status is determined.*



Low-income population percentages for the route specific service areas were calculated and compared to the numbers for the entire TARC service area. In doing so the TARC planning department would determine if new routes disproportionately impacted, or in this case disproportionately benefited, more affluent communities. The low-income population for the proposed route service areas should not be significantly less (-10%) than that of the entire TARC service area (14.8% low income).

**Figure 6: Low-Income Population within CMAQ Route Service Areas**



## Conclusion

The numbers pulled for each proposed CMAQ route (Rt.73, Rt. 74, and Rt. 46) showed no disproportionate burden or disparate impact to low-income or minority communities as defined by the FTA. These routes were intended to improve access to jobs and increase service to low-income and minority communities. This analysis shows that the communities to benefit from these new routes have a statistically higher or proportional percentage of low-income and/or minority populations to that of the entire TARC service area. The table in **Figure 7** shows these numbers broken down.

**Figure 7: Low-Income & Minority Population by Service Area**

	Minority Population	Low-Income Population
TARC Service Area	30.6%	14.8%
West CMAQ (Rt. 73)	49.3%	29.5%
East CMAQ (Rt. 74)	30.2%	5.1%
Outer Loop CMAQ (Rt. 46)	23.1%	16.6%

The west CMAQ route (to be named Rt. 73 West Louisville/River Ridge) shows a greater minority and low-income population within its service area than that of the entire TARC service area. This is promising since the intent behind these new routes is to better serve these communities. These numbers show the potential of the west CMAQ to connect low-income and minority communities to more employment opportunities.

The east CMAQ route (to be named Rt. 74 Chamberlain Ln./River Ridge) shows a minority population similar to that of the TARC service area and a low-income population less than that found system-wide. Both of these numbers fall within 10 percentage points of the TARC service area numbers. Therefore, this route does not appear to disproportionately benefit more affluent communities.

The outer loop CMAQ route (to be named Rt. 46 National Turnpike/Outer Loop) shows a minority population slightly lower and a low-income population slightly higher than that of the TARC service area.

By remaining within the 10-percentage point threshold these new routes appear to benefit communities that, at the very least resemble the demographic make-up of the TARC service area as a whole, with Route 73 serving a greater proportion of low-income and minority populations.



## Appendix Q

### Low Income Route Table

Low-Income Route Determination				
Route No.	Total Population	Low-Income Population	Percent Low-Income Population	Route Determination
2	11189	3677	32.9%	Low-Income Route
4	28092	8030	28.6%	Low-Income Route
6	24720	7819	31.6%	Low-Income Route
10	12552	3871	30.8%	Low-Income Route
12	14153	6938	49.0%	Low-Income Route
15	35497	7535	21.2%	Low-Income Route
17	26717	3849	14.4%	
17X	14036	2347	16.7%	Low-Income Route
18	24323	6936	28.5%	Low-Income Route
19	47442	10841	22.9%	Low-Income Route
21	36562	9633	26.3%	Low-Income Route
22	14918	5129	34.4%	Low-Income Route
23	58888	11150	18.9%	Low-Income Route
25	45240	8941	19.8%	Low-Income Route
27	23538	7218	30.7%	Low-Income Route
28	22209	5397	24.3%	Low-Income Route
29	36628	5892	16.1%	Low-Income Route
31	27855	3379	12.1%	
31X	9131	776	8.5%	
40	28510	3623	12.7%	
40X	15540	1851	11.9%	
43	33736	7990	23.7%	Low-Income Route
52	4520	2364	52.3%	Low-Income Route
61X	11169	841	7.5%	
63	28881	7468	25.9%	Low-Income Route
71	24168	5378	22.3%	Low-Income Route
72	8252	1923	23.3%	Low-Income Route
75	4757	299	6.3%	
93	15302	5457	35.7%	Low-Income Route
94	3613	1312	36.3%	Low-Income Route
99	28418	11041	38.9%	Low-Income Route

## Appendix R

### Low Income Tract Table

#### Census Tracts within TARC's Service Area & Low-Income Tract Determination

	Total Population	Low-Income Population	Percent Low-Income Population
Louisville MPA	900,354	123,413	13.71%
TARC Service Area	718,552	109,272	15.21%

Census Tract	Total Population	Low-Income Population	Percent Low-Income Population	Low-Income Tract
Census Tract 10	2881	904	31.38%	Low-Income Tract
Census Tract 100.01	4527	190	4.20%	
Census Tract 100.04	4707	374	7.95%	
Census Tract 100.05	4266	245	5.74%	
Census Tract 100.06	3653	453	12.40%	
Census Tract 100.07	4225	224	5.30%	
Census Tract 100.08	3916	314	8.02%	
Census Tract 101.02	4313	125	2.90%	
Census Tract 101.03	3972	220	5.54%	
Census Tract 101.04	2692	181	6.72%	
Census Tract 103.07	7483	90	1.20%	
Census Tract 103.09	4650	182	3.91%	
Census Tract 103.11	7841	770	9.82%	
Census Tract 103.12	3254	30	0.92%	
Census Tract 103.13	5136	59	1.15%	
Census Tract 103.14	6489	302	4.65%	
Census Tract 103.15	3582	199	5.56%	
Census Tract 103.16	4773	130	2.72%	
Census Tract 103.17	4891	84	1.72%	
Census Tract 103.18	5568	340	6.11%	
Census Tract 103.19	4295	261	6.08%	
Census Tract 103.20	4018	391	9.73%	
Census Tract 104.02	6262	249	3.98%	
Census Tract 104.03	3820	139	3.64%	
Census Tract 104.05	4699	138	2.94%	
Census Tract 104.06	6131	623	10.16%	
Census Tract 105	3811	165	4.33%	
Census Tract 106.01	2991	226	7.56%	
Census Tract 106.02	3831	488	12.74%	
Census Tract 107.01	5175	108	2.09%	
Census Tract 107.02	5531	383	6.92%	
Census Tract 107.05	6441	180	2.79%	
Census Tract 107.06	3143	27	0.86%	
Census Tract 108	3374	430	12.74%	
Census Tract 109.01	4418	568	12.86%	
Census Tract 109.02	4258	462	10.85%	
Census Tract 11	3102	1191	38.39%	Low-Income Tract
Census Tract 110.02	5590	2060	36.85%	Low-Income Tract
Census Tract 110.03	6630	476	7.18%	
Census Tract 110.04	6540	800	12.23%	
Census Tract 110.05	2946	435	14.77%	

Census Tract 111.02	6999	346	4.94%	
Census Tract 111.06	6995	998	14.27%	
Census Tract 111.09	1960	38	1.94%	
Census Tract 111.10	6499	171	2.63%	
Census Tract 111.11	5369	361	6.72%	
Census Tract 111.12	3453	353	10.22%	
Census Tract 111.13	2541	98	3.86%	
Census Tract 111.14	5373	260	4.84%	
Census Tract 112	4846	931	19.21%	Low-Income Tract
Census Tract 113.01	2487	491	19.74%	Low-Income Tract
Census Tract 113.02	8006	1615	20.17%	Low-Income Tract
Census Tract 114.03	1939	178	9.18%	
Census Tract 114.04	3422	745	21.77%	Low-Income Tract
Census Tract 114.05	5786	1627	28.12%	Low-Income Tract
Census Tract 114.06	4544	463	10.19%	
Census Tract 115.05	7574	268	3.54%	
Census Tract 115.06	5247	492	9.38%	
Census Tract 115.08	5927	172	2.90%	
Census Tract 115.09	4114	469	11.40%	
Census Tract 115.13	3913	276	7.05%	
Census Tract 115.14	3270	262	8.01%	
Census Tract 115.15	5284	227	4.30%	
Census Tract 115.16	4282	243	5.67%	
Census Tract 115.17	5685	106	1.86%	
Census Tract 115.18	2400	40	1.67%	
Census Tract 115.19	5488	336	6.12%	
Census Tract 115.20	4350	124	2.85%	
Census Tract 116.01	7729	341	4.41%	
Census Tract 116.03	4733	138	2.92%	
Census Tract 116.04	2359	44	1.87%	
Census Tract 117.06	3602	77	2.14%	
Census Tract 117.07	6731	780	11.59%	
Census Tract 117.08	5937	389	6.55%	
Census Tract 117.09	5363	127	2.37%	
Census Tract 117.10	2875	350	12.17%	
Census Tract 117.11	5970	254	4.25%	
Census Tract 117.12	4858	601	12.37%	
Census Tract 117.13	2536	523	20.62%	Low-Income Tract
Census Tract 118	2551	547	21.44%	Low-Income Tract
Census Tract 119.01	930	357	38.39%	Low-Income Tract
Census Tract 119.04	2526	504	19.95%	Low-Income Tract
Census Tract 119.05	7621	893	11.72%	
Census Tract 119.06	2774	531	19.14%	Low-Income Tract
Census Tract 119.07	4707	245	5.21%	
Census Tract 12	2909	942	32.38%	Low-Income Tract
Census Tract 120.01	3514	826	23.51%	Low-Income Tract
Census Tract 120.02	5716	922	16.13%	Low-Income Tract
Census Tract 120.03	2965	360	12.14%	
Census Tract 121.03	3491	351	10.05%	
Census Tract 121.04	3785	734	19.39%	Low-Income Tract
Census Tract 121.05	4709	355	7.54%	
Census Tract 121.06	8292	1100	13.27%	

Census Tract 121.07	5288	1385	26.19%	Low-Income Tract
Census Tract 122.02	6566	1981	30.17%	Low-Income Tract
Census Tract 122.03	5954	169	2.84%	
Census Tract 122.04	4524	451	9.97%	
Census Tract 123.01	3527	250	7.09%	
Census Tract 123.02	5347	766	14.33%	
Census Tract 124.06	5149	517	10.04%	
Census Tract 124.07	5048	283	5.61%	
Census Tract 124.08	2373	242	10.20%	
Census Tract 124.09	3153	460	14.59%	
Census Tract 124.10	4076	485	11.90%	
Census Tract 124.11	6726	353	5.25%	
Census Tract 125.01	2656	608	22.89%	Low-Income Tract
Census Tract 125.02	5360	1232	22.99%	Low-Income Tract
Census Tract 125.03	4289	1276	29.75%	Low-Income Tract
Census Tract 126.01	6927	820	11.84%	
Census Tract 126.03	3252	673	20.69%	Low-Income Tract
Census Tract 126.04	5407	505	9.34%	
Census Tract 127.01	3417	1243	36.38%	Low-Income Tract
Census Tract 127.02	1955	423	21.64%	Low-Income Tract
Census Tract 127.03	6399	774	12.10%	
Census Tract 128.01	2934	880	29.99%	Low-Income Tract
Census Tract 128.02	2419	921	38.07%	Low-Income Tract
Census Tract 131	2114	64	3.03%	
Census Tract 14	2523	573	22.71%	Low-Income Tract
Census Tract 15	2877	1118	38.86%	Low-Income Tract
Census Tract 16	2357	567	24.06%	Low-Income Tract
Census Tract 17	2305	571	24.77%	Low-Income Tract
Census Tract 18	1282	758	59.13%	Low-Income Tract
Census Tract 2	2365	793	33.53%	Low-Income Tract
Census Tract 209	3226	435	13.48%	
Census Tract 21	2618	1198	45.76%	Low-Income Tract
Census Tract 23	2084	791	37.96%	Low-Income Tract
Census Tract 24	5243	2206	42.08%	Low-Income Tract
Census Tract 27	2482	1509	60.80%	Low-Income Tract
Census Tract 28	2202	691	31.38%	Low-Income Tract
Census Tract 3	2161	677	31.33%	Low-Income Tract
Census Tract 30	2783	2124	76.32%	Low-Income Tract
Census Tract 305.01	4095	252	6.15%	
Census Tract 306.01	6406	151	2.36%	
Census Tract 307.02	6883	426	6.19%	
Census Tract 35	3586	2439	68.01%	Low-Income Tract
Census Tract 36	4240	1323	31.20%	Low-Income Tract
Census Tract 37	1659	438	26.40%	Low-Income Tract
Census Tract 38	3498	585	16.72%	Low-Income Tract
Census Tract 39	3770	990	26.26%	Low-Income Tract
Census Tract 4	4188	1155	27.58%	Low-Income Tract
Census Tract 40	1656	325	19.63%	Low-Income Tract
Census Tract 41	2581	561	21.74%	Low-Income Tract
Census Tract 43.01	4151	1849	44.54%	Low-Income Tract
Census Tract 43.02	1276	544	42.63%	Low-Income Tract
Census Tract 44	3999	623	15.58%	Low-Income Tract

Census Tract 45	3273	943	28.81%	Low-Income Tract
Census Tract 46	4055	660	16.28%	Low-Income Tract
Census Tract 49	2272	860	37.85%	Low-Income Tract
Census Tract 50	1626	585	35.98%	Low-Income Tract
Census Tract 501	1317	114	8.66%	
Census Tract 502	3064	990	32.31%	Low-Income Tract
Census Tract 503.03	2609	441	16.90%	Low-Income Tract
Census Tract 503.04	5691	600	10.54%	
Census Tract 503.05	2804	124	4.42%	
Census Tract 503.06	2335	512	21.93%	Low-Income Tract
Census Tract 504.01	2741	220	8.03%	
Census Tract 504.03	2676	611	22.83%	Low-Income Tract
Census Tract 504.04	4120	286	6.94%	
Census Tract 505.01	1836	139	7.57%	
Census Tract 505.03	5375	628	11.68%	
Census Tract 505.04	2968	780	26.28%	Low-Income Tract
Census Tract 506.03	6542	651	9.95%	
Census Tract 506.04	6131	399	6.51%	
Census Tract 506.05	5798	633	10.92%	
Census Tract 506.06	4665	272	5.83%	
Census Tract 507.01	5577	180	3.23%	
Census Tract 51	2741	900	32.83%	Low-Income Tract
Census Tract 52	3139	880	28.03%	Low-Income Tract
Census Tract 53	1421	720	50.67%	Low-Income Tract
Census Tract 56	3761	925	24.59%	Low-Income Tract
Census Tract 59	4448	1904	42.81%	Low-Income Tract
Census Tract 6	1622	596	36.74%	Low-Income Tract
Census Tract 606	6520	643	9.86%	
Census Tract 62	2385	696	29.18%	Low-Income Tract
Census Tract 63	1633	445	27.25%	Low-Income Tract
Census Tract 64	1730	146	8.44%	
Census Tract 65	3019	1283	42.50%	Low-Income Tract
Census Tract 66	1816	551	30.34%	Low-Income Tract
Census Tract 68	2176	274	12.59%	
Census Tract 69	2248	161	7.16%	
Census Tract 7	2698	1107	41.03%	Low-Income Tract
Census Tract 70	2221	251	11.30%	
Census Tract 702	1770	409	23.11%	Low-Income Tract
Census Tract 703.01	2680	179	6.68%	
Census Tract 703.02	3582	510	14.24%	
Census Tract 704	2638	805	30.52%	Low-Income Tract
Census Tract 705	2250	315	14.00%	
Census Tract 706	2487	153	6.15%	
Census Tract 707	2461	402	16.33%	Low-Income Tract
Census Tract 708.01	3337	1360	40.76%	Low-Income Tract
Census Tract 708.02	4159	641	15.41%	Low-Income Tract
Census Tract 709.01	5417	619	11.43%	
Census Tract 709.02	1416	527	37.22%	Low-Income Tract
Census Tract 71	4569	772	16.90%	Low-Income Tract
Census Tract 710.03	7096	88	1.24%	
Census Tract 710.05	5676	114	2.01%	
Census Tract 710.06	4394	625	14.22%	



Census Tract 710.07	4851	187	3.85%	
Census Tract 712	1802	54	3.00%	
Census Tract 74	2043	206	10.08%	
Census Tract 75.01	5498	106	1.93%	
Census Tract 75.02	5492	336	6.12%	
Census Tract 76.01	2129	161	7.56%	
Census Tract 76.02	3473	480	13.82%	
Census Tract 76.03	2572	297	11.55%	
Census Tract 77	3380	358	10.59%	
Census Tract 78	3184	209	6.56%	
Census Tract 79	1988	122	6.14%	
Census Tract 8	1959	394	20.11%	Low-Income Tract
Census Tract 81	3344	581	17.37%	Low-Income Tract
Census Tract 82	4161	599	14.40%	
Census Tract 83	2498	156	6.24%	
Census Tract 84	2809	128	4.56%	
Census Tract 85	2058	109	5.30%	
Census Tract 87	3658	369	10.09%	
Census Tract 88	2859	245	8.57%	
Census Tract 89	3954	448	11.33%	
Census Tract 9	2024	1080	53.36%	Low-Income Tract
Census Tract 90	7236	2359	32.60%	Low-Income Tract
Census Tract 91.03	1563	370	23.67%	Low-Income Tract
Census Tract 91.05	2383	180	7.55%	
Census Tract 91.06	4994	894	17.90%	Low-Income Tract
Census Tract 93	4651	305	6.56%	
Census Tract 94	5982	779	13.02%	
Census Tract 96	4610	227	4.92%	
Census Tract 97	2631	77	2.93%	
Census Tract 98	2611	156	5.97%	
Census Tract 9801	0	0	0.00%	
Census Tract 99	2855	182	6.37%	

## Appendix S

### Minority Route Table

Minority Route Determination				
Route No.	Total Population	Minority Population	Percent Minority Population	Route Determination
2	13953	4729	33.9%	Minority Route
4	30524	10822	35.5%	Minority Route
6	26744	9823	36.7%	Minority Route
10	13329	7423	55.7%	Minority Route
12	15317	9309	60.8%	Minority Route
15	37112	13721	37.0%	Minority Route
17	28335	7030	24.8%	
17X	14996	5485	36.6%	Minority Route
18	24956	12980	52.0%	Minority Route
19	48861	23664	48.4%	Minority Route
21	38506	18681	48.5%	Minority Route
22	15090	13001	86.2%	Minority Route
23	60777	24167	39.8%	Minority Route
25	45998	18471	40.2%	Minority Route
27	24820	14725	59.3%	Minority Route
28	24541	8248	33.6%	
29	37966	9006	23.7%	
31	29445	6481	22.0%	
31X	10021	2539	25.3%	
40	30333	6264	20.7%	
40X	16523	4227	25.6%	
43	35125	14325	40.8%	Minority Route
52	5459	3768	69.0%	Minority Route
61X	12124	3249	26.8%	
63	30855	13089	42.4%	Minority Route
71	25411	7914	31.1%	
72	8692	2187	25.2%	
75	4787	1072	22.4%	
93	18664	7091	38.0%	Minority Route
94	5463	1766	32.3%	
99	30020	19846	66.1%	Minority Route

## Appendix T

### Minority Tract Table

#### Census Tracts within TARC's Service Area & Minority Tract Determination

	Total Population	White only	Black Only	Minority Population	Percent Minority Population
Louisville MPA	919,825	681,678	178,291	238,127	25.89%
TARC Service Area	736,150	520,667	165,453	247,461	33.62%

Census Tract	Total Population	White Only	Black Only	Minority Population	Percent Minority Population	Minority Tract
Census Tract 10	2884	404	2189	2480	85.99%	Minority Tract
Census Tract 100.01	4535	4171	98	364	8.03%	
Census Tract 100.04	4973	3829	769	1144	23.00%	
Census Tract 100.05	4409	3844	403	565	12.81%	
Census Tract 100.06	3669	2942	497	727	19.81%	
Census Tract 100.07	4385	3895	222	490	11.17%	
Census Tract 100.08	3917	3062	522	855	21.83%	
Census Tract 101.02	4313	4031	99	282	6.54%	
Census Tract 101.03	3992	3456	419	536	13.43%	
Census Tract 101.04	2707	2341	200	366	13.52%	
Census Tract 103.07	7483	6234	685	1249	16.69%	
Census Tract 103.09	4736	3880	287	876	18.50%	
Census Tract 103.11	7854	4981	1572	2873	36.58%	Minority Tract
Census Tract 103.12	3254	2813	140	441	13.55%	
Census Tract 103.13	5147	4275	298	872	16.94%	
Census Tract 103.14	6527	5640	462	887	13.59%	
Census Tract 103.15	3582	3092	200	490	13.68%	
Census Tract 103.16	4827	4047	350	780	16.16%	
Census Tract 103.17	4895	4416	207	479	9.79%	
Census Tract 103.18	5585	4904	131	681	12.19%	
Census Tract 103.19	4295	3234	698	1061	24.70%	
Census Tract 103.20	4018	2223	1183	1795	44.67%	Minority Tract
Census Tract 104.02	6300	5554	327	746	11.84%	
Census Tract 104.03	3957	3283	216	674	17.03%	
Census Tract 104.05	4810	3465	768	1345	27.96%	
Census Tract 104.06	6220	5176	726	1044	16.78%	
Census Tract 105	3811	3519	150	292	7.66%	
Census Tract 106.01	3115	2817	185	298	9.57%	
Census Tract 106.02	3853	3006	456	847	21.98%	
Census Tract 107.01	5191	4098	289	1093	21.06%	
Census Tract 107.02	5534	4305	225	1229	22.21%	
Census Tract 107.05	6461	4843	401	1618	25.04%	
Census Tract 107.06	3143	3032	61	111	3.53%	
Census Tract 108	3862	3029	414	633	17.29%	
Census Tract 109.01	4583	3380	923	1223	26.69%	
Census Tract 109.02	4289	3558	455	731	17.04%	
Census Tract 11	3102	102	3000	3000	96.71%	Minority Tract
Census Tract 110.02	5686	2329	2763	3357	59.04%	Minority Tract
Census Tract 110.03	6630	4835	1043	1795	27.07%	
Census Tract 110.04	6733	5020	1328	1713	25.44%	
Census Tract 110.05	2948	2098	699	848	28.78%	
Census Tract 111.02	7081	5783	638	1298	18.33%	
Census Tract 111.06	7388	4870	1724	2516	34.06%	Minority Tract
Census Tract 111.09	1975	1675	199	300	15.19%	
Census Tract 111.10	6513	6035	394	478	7.34%	
Census Tract 111.11	5407	4185	977	1222	22.60%	
Census Tract 111.12	3458	2426	865	1032	29.84%	
Census Tract 111.13	2541	2017	336	524	20.62%	
Census Tract 111.14	5373	3739	1305	1634	30.41%	
Census Tract 112	4970	2328	2350	2642	53.16%	Minority Tract



Census Tract 113.01	2501	1092	1281	1409	56.34%	Minority Tract
Census Tract 113.02	8138	1280	6294	6858	84.27%	Minority Tract
Census Tract 114.03	1953	1765	98	188	9.63%	
Census Tract 114.04	3422	2114	1031	1308	38.22%	Minority Tract
Census Tract 114.05	5825	2268	2741	3557	61.06%	Minority Tract
Census Tract 114.06	4550	2891	1671	1859	40.86%	Minority Tract
Census Tract 115.05	7802	5438	1572	2168	28.49%	
Census Tract 115.06	5247	4130	844	1117	21.29%	
Census Tract 115.08	6262	3575	1537	2687	42.91%	Minority Tract
Census Tract 115.09	4190	2544	1230	1646	39.28%	Minority Tract
Census Tract 115.13	3920	3353	379	567	14.46%	
Census Tract 115.14	3270	2763	289	507	15.50%	
Census Tract 115.15	5322	4495	671	827	15.54%	
Census Tract 115.16	4282	3649	543	633	14.78%	
Census Tract 115.17	5708	4351	680	1357	23.77%	
Census Tract 115.18	2416	2107	237	309	12.79%	
Census Tract 115.19	5580	4470	684	1090	19.60%	
Census Tract 115.20	4368	3933	248	435	9.96%	
Census Tract 116.01	7837	6750	558	1087	13.87%	
Census Tract 116.03	4733	4332	276	401	8.47%	
Census Tract 116.04	2363	2348	0	15	0.63%	
Census Tract 117.06	3671	3222	284	449	12.23%	
Census Tract 117.07	6731	4748	1505	1983	29.46%	
Census Tract 117.08	5958	5088	651	870	14.60%	
Census Tract 117.09	5363	4736	499	627	11.69%	
Census Tract 117.10	2902	2449	367	453	15.61%	
Census Tract 117.11	6005	5005	647	1000	16.65%	
Census Tract 117.12	4919	3758	624	1161	23.60%	
Census Tract 117.13	2555	2043	382	512	20.04%	
Census Tract 118	2561	1736	554	825	32.21%	
Census Tract 119.01	930	878	18	52	5.59%	
Census Tract 119.04	2533	1943	416	590	23.29%	
Census Tract 119.05	7621	5764	1375	1857	24.37%	
Census Tract 119.06	2788	2086	500	702	25.18%	
Census Tract 119.07	4849	4164	463	685	14.13%	
Census Tract 12	2928	12	2906	2916	99.59%	Minority Tract
Census Tract 120.01	3529	3467	34	62	1.76%	
Census Tract 120.02	5716	5027	259	689	12.05%	
Census Tract 120.03	2971	2677	245	294	9.90%	
Census Tract 121.03	3491	3216	203	275	7.88%	
Census Tract 121.04	3812	3233	389	579	15.19%	
Census Tract 121.05	4795	3879	654	916	19.10%	
Census Tract 121.06	8307	6909	1068	1398	16.83%	
Census Tract 121.07	5343	5196	36	147	2.75%	
Census Tract 122.02	6667	5049	1049	1618	24.27%	
Census Tract 122.03	6085	5265	510	820	13.48%	
Census Tract 122.04	4533	3181	1105	1352	29.83%	
Census Tract 123.01	3527	2318	570	1209	34.28%	Minority Tract
Census Tract 123.02	5493	4070	1068	1423	25.91%	
Census Tract 124.06	5149	4480	529	669	12.99%	
Census Tract 124.07	5078	3665	1125	1413	27.83%	
Census Tract 124.08	2373	1930	405	443	18.67%	
Census Tract 124.09	3163	2935	168	228	7.21%	
Census Tract 124.10	4076	3481	587	595	14.60%	
Census Tract 124.11	6789	5441	865	1348	19.86%	
Census Tract 125.01	2753	1734	897	1019	37.01%	Minority Tract
Census Tract 125.02	5443	3904	1158	1539	28.27%	
Census Tract 125.03	4289	2738	1380	1551	36.16%	Minority Tract
Census Tract 126.01	7022	1892	5015	5130	73.06%	Minority Tract
Census Tract 126.03	3252	1639	1547	1613	49.60%	Minority Tract
Census Tract 126.04	5426	2632	2732	2794	51.49%	Minority Tract
Census Tract 127.01	3448	1228	2073	2220	64.39%	Minority Tract
Census Tract 127.02	1965	1558	321	407	20.71%	
Census Tract 127.03	6439	4564	1180	1875	29.12%	
Census Tract 128.01	2934	354	2383	2580	87.93%	Minority Tract

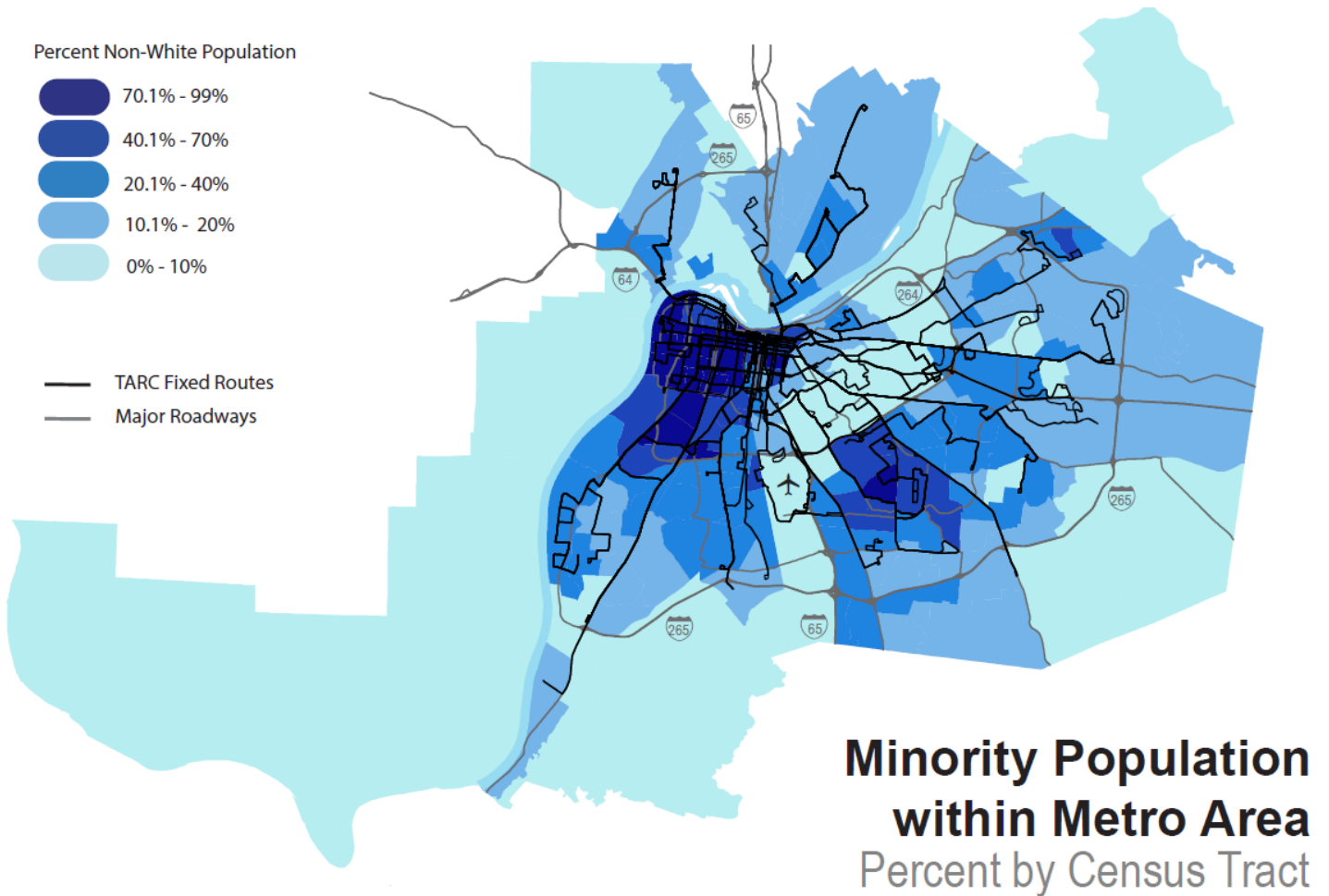
Census Tract 128.02	2419	731	1554	1688	69.78%	Minority Tract
Census Tract 131	2114	2054	21	60	2.84%	
Census Tract 14	2523	24	2499	2499	99.05%	Minority Tract
Census Tract 15	2877	103	2605	2774	96.42%	Minority Tract
Census Tract 16	2357	197	2049	2160	91.64%	Minority Tract
Census Tract 17	2388	119	2127	2269	95.02%	Minority Tract
Census Tract 18	1282	14	1250	1268	98.91%	Minority Tract
Census Tract 2	2575	2115	355	460	17.86%	
Census Tract 209	3226	3166	0	60	1.86%	
Census Tract 21	2618	1527	898	1091	41.67%	Minority Tract
Census Tract 23	2176	1141	960	1035	47.56%	Minority Tract
Census Tract 24	5243	390	4650	4853	92.56%	Minority Tract
Census Tract 27	2561	368	2140	2193	85.63%	Minority Tract
Census Tract 28	2279	351	1695	1928	84.60%	Minority Tract
Census Tract 3	2188	1254	856	934	42.69%	Minority Tract
Census Tract 30	2958	277	2572	2681	90.64%	Minority Tract
Census Tract 305.01	4222	3792	43	430	10.18%	
Census Tract 306.01	6418	5923	198	495	7.71%	
Census Tract 307.02	6891	6497	154	394	5.72%	
Census Tract 35	5306	2892	2129	2414	45.50%	Minority Tract
Census Tract 36	4240	2168	1741	2072	48.87%	Minority Tract
Census Tract 37	1667	729	717	938	56.27%	Minority Tract
Census Tract 38	3617	2857	525	760	21.01%	
Census Tract 39	3780	2229	1161	1551	41.03%	Minority Tract
Census Tract 4	4213	890	3237	3323	78.87%	Minority Tract
Census Tract 40	1686	1169	335	517	30.66%	
Census Tract 41	2595	1994	472	601	23.16%	
Census Tract 43.01	4189	1235	2549	2954	70.52%	Minority Tract
Census Tract 43.02	1290	932	238	358	27.75%	
Census Tract 44	3999	2911	772	1088	27.21%	
Census Tract 45	3295	2230	948	1065	32.32%	
Census Tract 46	4071	2776	549	1295	31.81%	
Census Tract 49	4411	2245	1768	2166	49.10%	Minority Tract
Census Tract 50	1906	834	936	1072	56.24%	Minority Tract
Census Tract 501	1321	1013	235	308	23.32%	
Census Tract 502	3687	2571	980	1116	30.27%	
Census Tract 503.03	2636	2438	123	198	7.51%	
Census Tract 503.04	5724	4189	998	1535	26.82%	
Census Tract 503.05	2814	2367	311	447	15.88%	
Census Tract 503.06	2335	1848	398	487	20.86%	
Census Tract 504.01	2741	2624	55	117	4.27%	
Census Tract 504.03	2750	2386	333	364	13.24%	
Census Tract 504.04	4120	3760	81	360	8.74%	
Census Tract 505.01	1836	1690	57	146	7.95%	
Census Tract 505.03	5375	4633	324	742	13.80%	
Census Tract 505.04	3173	2822	139	351	11.06%	
Census Tract 506.03	6619	4709	1011	1910	28.86%	
Census Tract 506.04	6131	5079	673	1052	17.16%	
Census Tract 506.05	5822	4889	667	933	16.03%	
Census Tract 506.06	4665	3788	382	877	18.80%	
Census Tract 507.01	5684	4956	399	728	12.81%	
Census Tract 51	2798	2016	621	782	27.95%	
Census Tract 52	3139	2163	644	976	31.09%	
Census Tract 53	3414	2467	690	947	27.74%	
Census Tract 56	3761	2005	1062	1756	46.69%	Minority Tract
Census Tract 59	4913	1914	2764	2999	61.04%	Minority Tract
Census Tract 6	1622	119	1418	1503	92.66%	Minority Tract
Census Tract 606	6619	6362	64	257	3.88%	
Census Tract 62	2397	642	1623	1755	73.22%	Minority Tract
Census Tract 63	1675	1472	88	203	12.12%	
Census Tract 64	1777	1707	44	70	3.94%	
Census Tract 65	3041	1349	1573	1692	55.64%	Minority Tract
Census Tract 66	1825	1531	270	294	16.11%	
Census Tract 68	2176	1929	179	247	11.35%	
Census Tract 69	2491	2145	214	346	13.89%	

Census Tract 7	2698	156	2495	2542	94.22%	Minority Tract
Census Tract 70	2221	2083	94	138	6.21%	
Census Tract 702	1770	1250	309	520	29.38%	
Census Tract 703.01	2680	2577	26	103	3.84%	
Census Tract 703.02	3582	3262	74	320	8.93%	
Census Tract 704	2702	2616	45	86	3.18%	
Census Tract 705	2677	2159	414	518	19.35%	
Census Tract 706	2522	2435	18	87	3.45%	
Census Tract 707	2461	1771	554	690	28.04%	
Census Tract 708.01	3486	2693	583	793	22.75%	
Census Tract 708.02	4378	3696	267	682	15.58%	
Census Tract 709.01	5480	4701	454	779	14.22%	
Census Tract 709.02	1449	1271	163	178	12.28%	
Census Tract 71	4599	3927	498	672	14.61%	
Census Tract 710.03	7137	6960	0	177	2.48%	
Census Tract 710.05	5859	5343	78	516	8.81%	
Census Tract 710.06	4509	3648	532	861	19.10%	
Census Tract 710.07	5083	4565	328	518	10.19%	
Census Tract 712	1802	1723	27	79	4.38%	
Census Tract 74	2172	1884	108	288	13.26%	
Census Tract 75.01	5500	5180	27	320	5.82%	
Census Tract 75.02	5663	5153	358	510	9.01%	
Census Tract 76.01	2190	1906	189	284	12.97%	
Census Tract 76.02	3555	2448	942	1107	31.14%	
Census Tract 76.03	2581	1975	384	606	23.48%	
Census Tract 77	3429	3051	219	378	11.02%	
Census Tract 78	3184	2874	128	310	9.74%	
Census Tract 79	1997	1787	132	210	10.52%	
Census Tract 8	1959	49	1861	1910	97.50%	Minority Tract
Census Tract 81	3482	2981	205	521	14.96%	
Census Tract 82	4197	3774	232	423	10.08%	
Census Tract 83	2524	2387	68	137	5.43%	
Census Tract 84	2948	2839	51	109	3.70%	
Census Tract 85	2058	2023	7	35	1.70%	
Census Tract 87	4247	3879	113	368	8.66%	
Census Tract 88	2938	2793	85	145	4.94%	
Census Tract 89	4951	4658	134	293	5.92%	
Census Tract 9	2033	109	1882	1924	94.64%	Minority Tract
Census Tract 90	7432	5069	1413	2363	31.79%	
Census Tract 91.03	1563	1057	197	506	32.37%	
Census Tract 91.05	2383	2007	97	376	15.78%	
Census Tract 91.06	5005	3843	543	1162	23.22%	
Census Tract 93	4898	4661	71	237	4.84%	
Census Tract 94	5982	5745	125	237	3.96%	
Census Tract 96	4610	4212	93	398	8.63%	
Census Tract 97	2731	2624	57	107	3.92%	
Census Tract 98	2611	2558	13	53	2.03%	
Census Tract 9801	0	0	0	0	0.00%	
Census Tract 99	2858	2698	23	160	5.60%	



## Appendix U

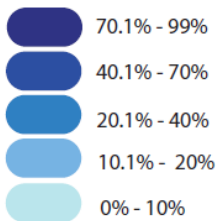
### 2021 Minority and Low-Income Population Report



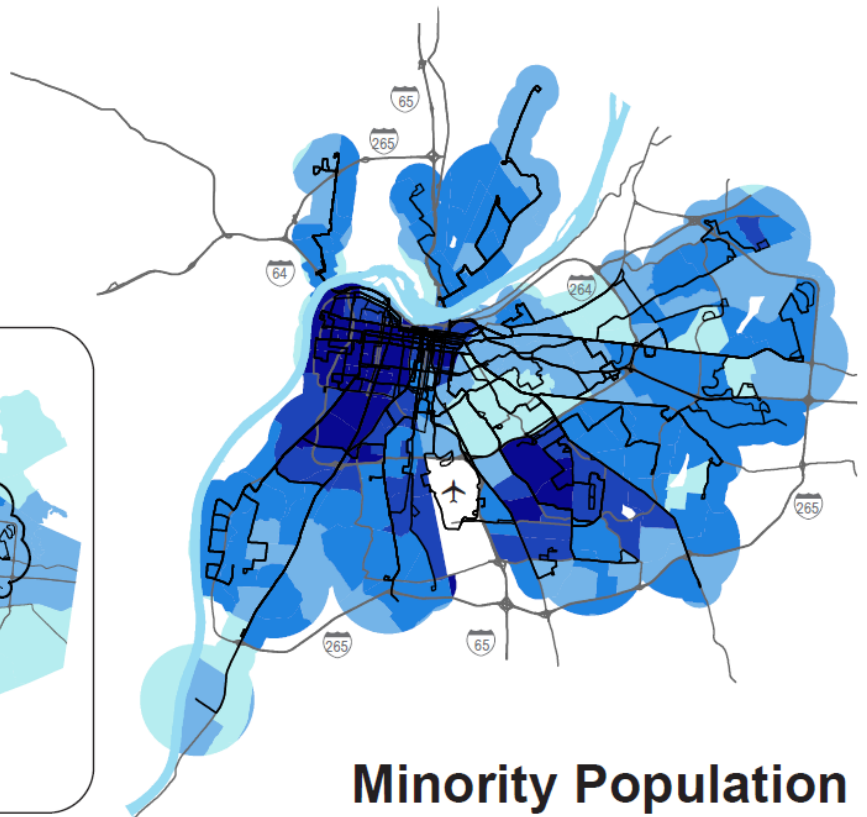
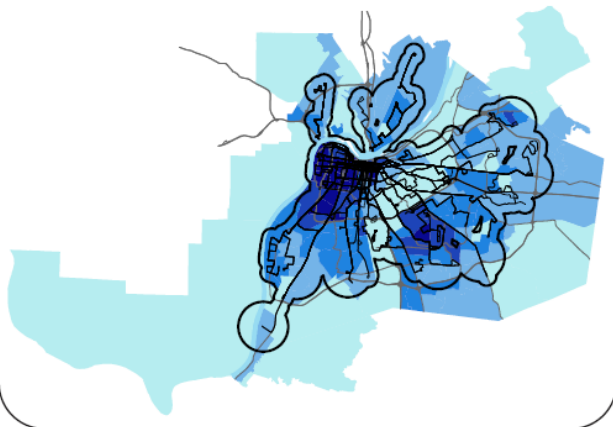
*\*Minority Population was calculated by subtracting the "white only" population from the total population by census tracts using 2015-2019 ACS 5-Yr Estimates.*



Percent Non-White Population

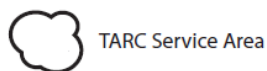


Louisville Area Census Tracts



# Minority Population within TARC Service Area Percent by Census Tract

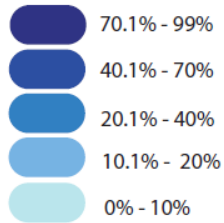
— TARC Fixed Routes  
— Major Roadways



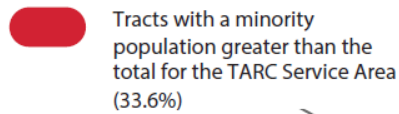
*\*Minority Population was calculated by subtracting the "white only" population from the total population by census tracts using 2015-2019 ACS 5-Yr Estimates.*



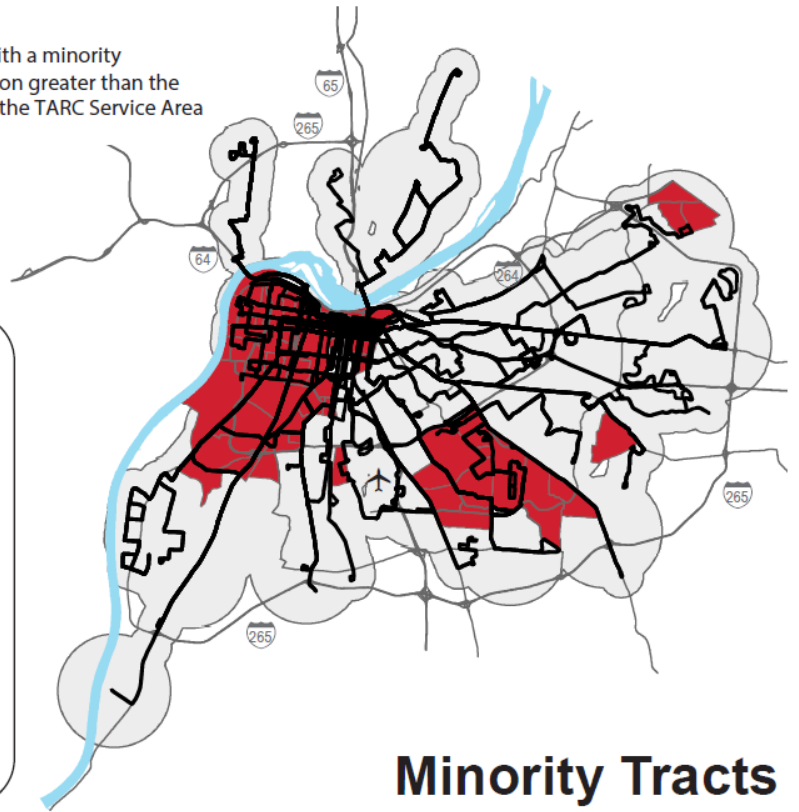
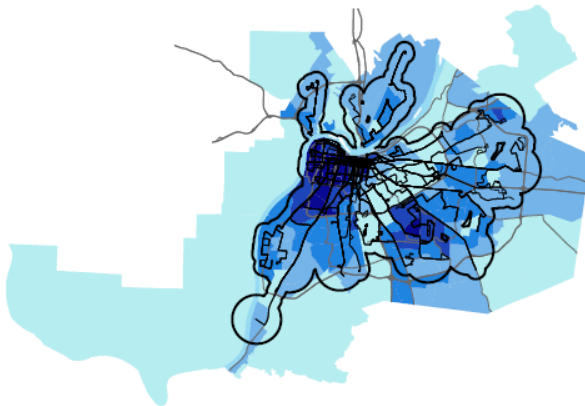
Percent Minority Population



Minority Tracts




Louisville Area Census Tracts



# Minority Tracts within TARC Service Area Percent by Census Tract

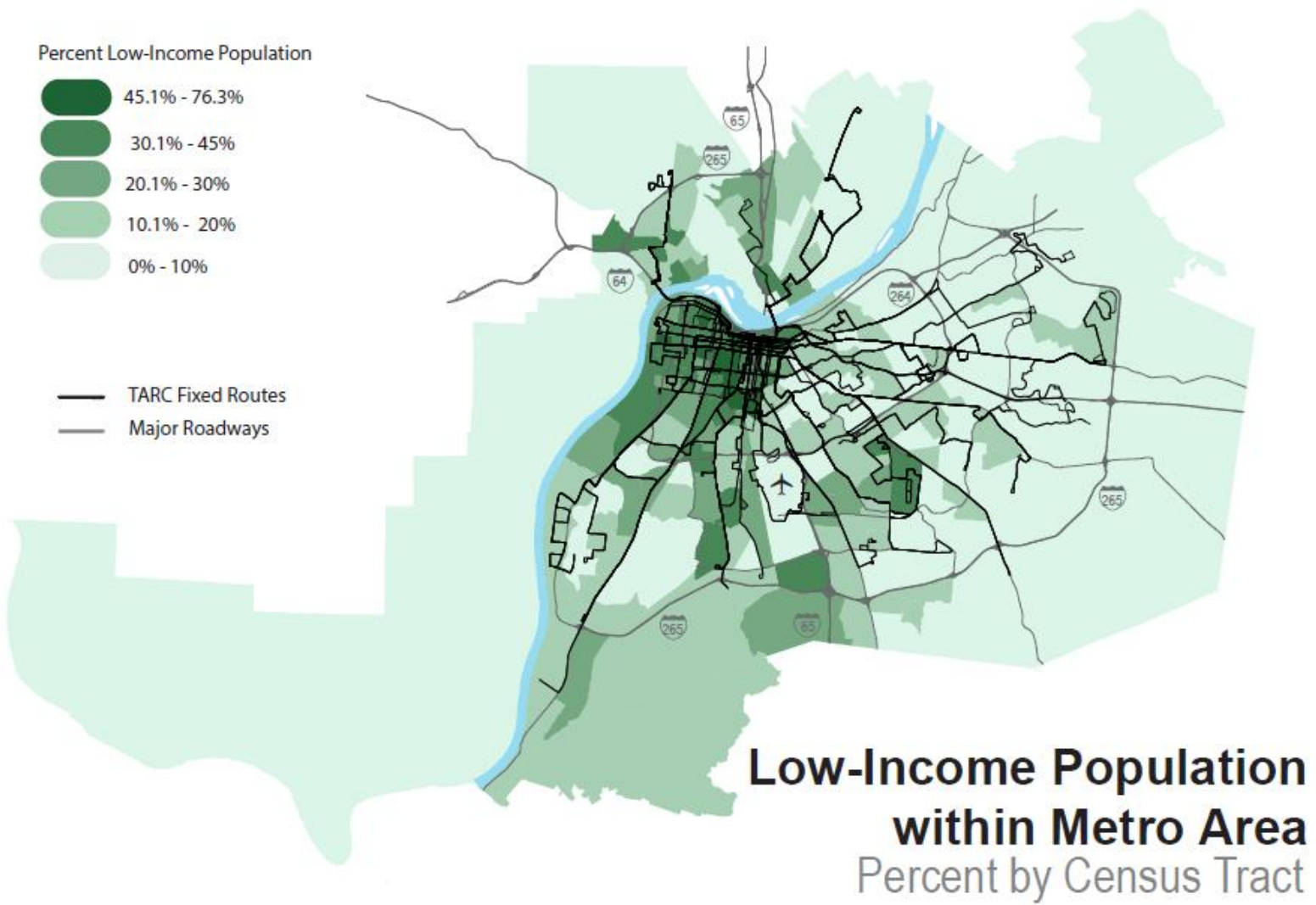
— TARC Fixed Routes  
— Major Roadways

 TARC Service Area

*\*Minority Population was calculated by subtracting the "white only" population from the total population by census tracts using 2015-2019 ACS 5-Yr Estimates.*



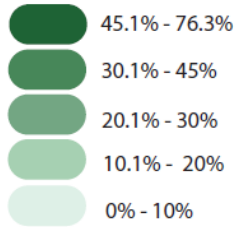




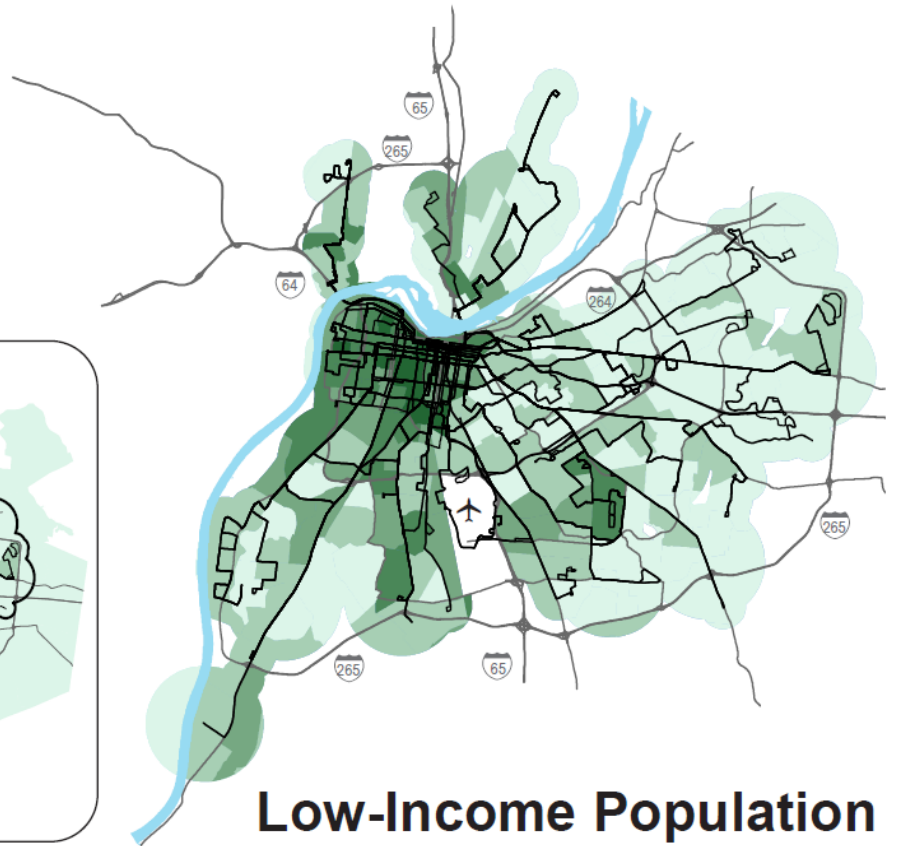
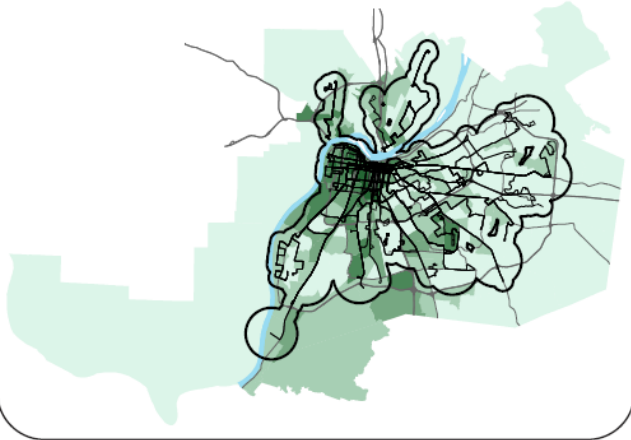
\*Low-Income Population is considered those with a ratio of income to the poverty level of 0 - 0.99. The data is by census tract using 2015-2019 ACS 5-Yr Estimates of people for whom poverty status is determined.



Percent Low-Income Population



Louisville Area Census Tracts

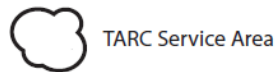


# Low-Income Population within TARC Service Area

## Percent by Census Tract

— TARC Fixed Routes

— Major Roadways

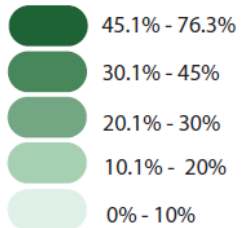


*\*Low-Income Population is considered those with a ratio of income to the poverty level of 0 - 0.99. The data is by census tract using 2015-2019 ACS 5-Yr Estimates of people for whom poverty status is determined.*

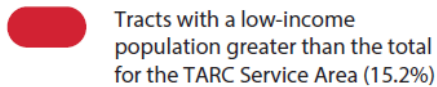




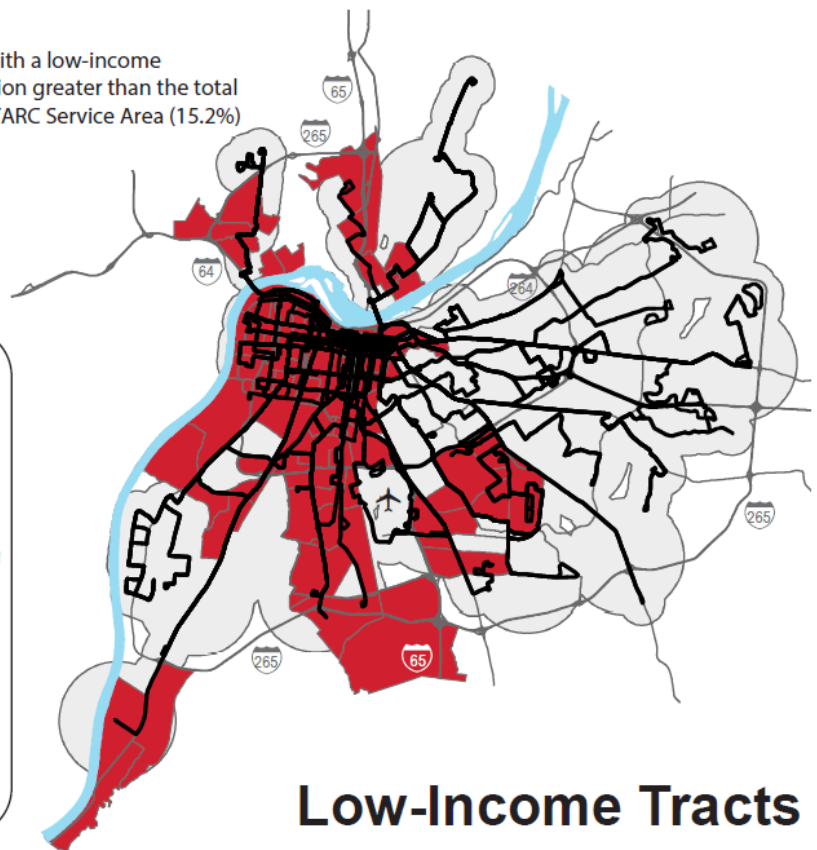
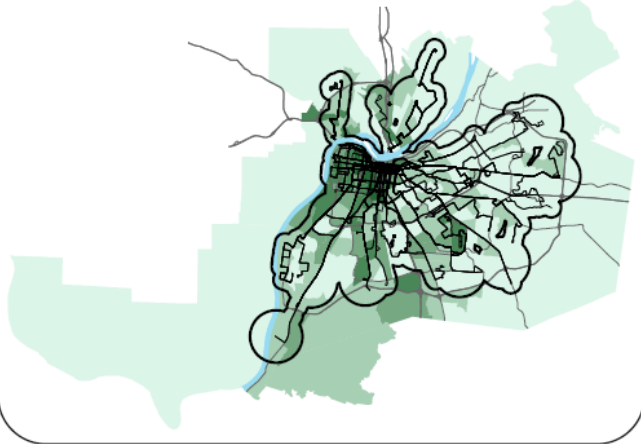
Percent Low-Income Population



Low-Income Tracts



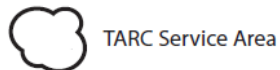
Louisville Area Census Tracts



## Low-Income Tracts within TARC Service Area

Percent by Census Tract

— TARC Fixed Routes  
— Major Roadways



*\*Low-Income Population is considered those with a ratio of income to the poverty level of 0 - 0.99. The data is by census tract using 2015-2019 ACS 5-Yr Estimates of people for whom poverty status is determined.*



## Appendix V

### Shelter Equity Report

# Methodology

To evaluate the equitable placement of TARC shelters two demographic data points were used, race and income level. Both were examined through the American Community Survey's 5-year estimates for 2015-2019 at the census tract level. The data was then aggregated to find percentages for TARC's service area and the service area for TARC Shelters.

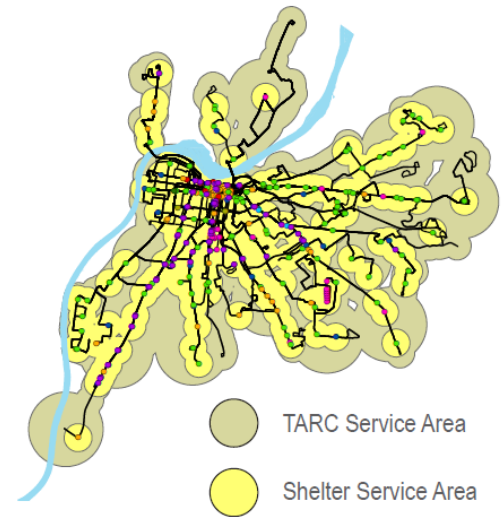
By comparing the service area of the TARC shelters to that of the entire TARC network, we can assess the equitable distribution of shelters throughout the metropolitan area.

Specific calculations made from the ACS data were as follows:

- **Percent non-white population for TARC Service Area**
- **Percent non-white population for Shelter Service Area**
- **Percent low-income population for TARC Service Area**
- **Percent low-income population for Shelter Service Area**
- **Number of shelters within low-income areas\***
- **Number of shelters within minority areas\*\***
- **Number of eclipse shelters within low-income areas\***
- **Number of eclipse shelters within minority areas\*\***

\* Low-income areas are portions of the Shelter Service Area that have a greater low-income population than that of the TARC Service Area (15.2%).

\*\*Minority areas are portions of the Shelter Service Area that have a greater minority population than that of the TARC Service Area (33.6%).



## Calculations

**Low-Income Population =**  
population under .50 of poverty level threshold + population between .50 - .99 of poverty level threshold

**Percent Low Income =**  
low-income population / total population for whom poverty status is determined

**Minority Population =**  
total population - non-hispanic or latinx white-only population

**Percent Minority Population =**  
minority population / total population

# TARC Service Area

## Non-White Population by Census Tract

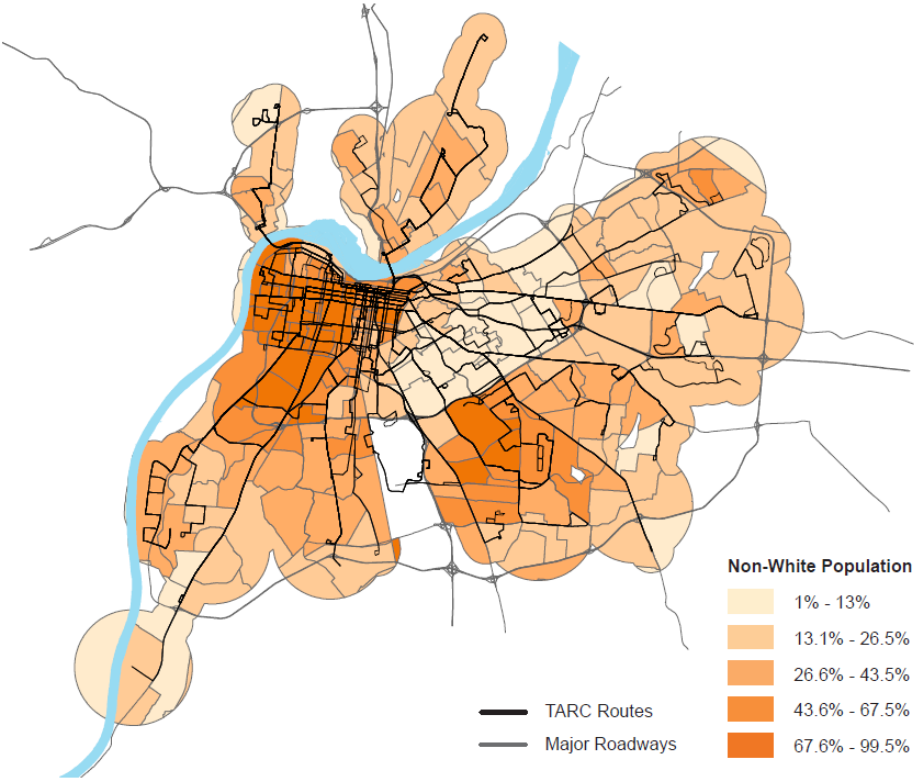
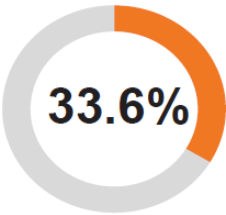
TARC Service Area Total Population

736,150

TARC Service Area Non-White Population

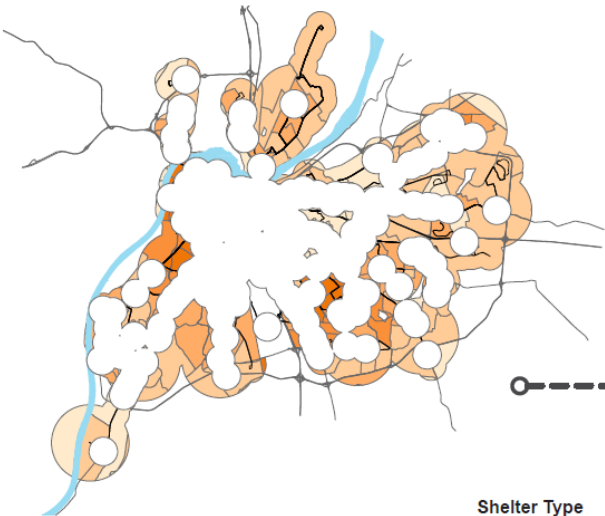
247,461

Percent Non-White Population  
for TARC Service Area



# Shelter Service Area

## Non-White Population by Census Tract



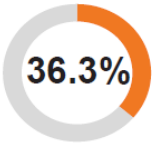
Shelter Service Area Total Population

**507,269**

Shelter Service Area Non-White Population

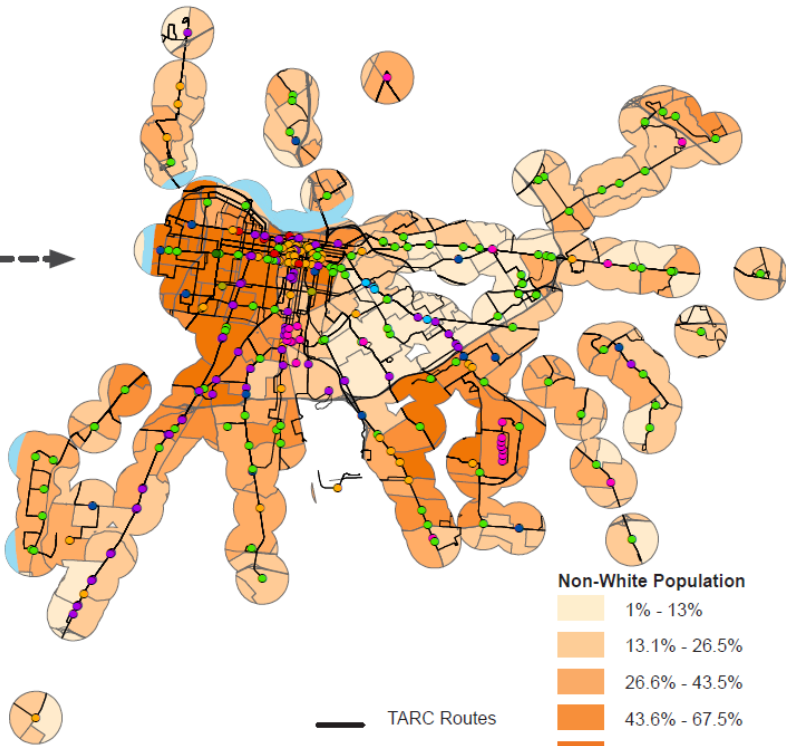
**183,959**

Percent Non-White Population  
for Shelter Service Area



### Shelter Type

- Daytech
- Eclipse
- Euro
- Open
- Open Tolar
- Private
- SmART
- Solar



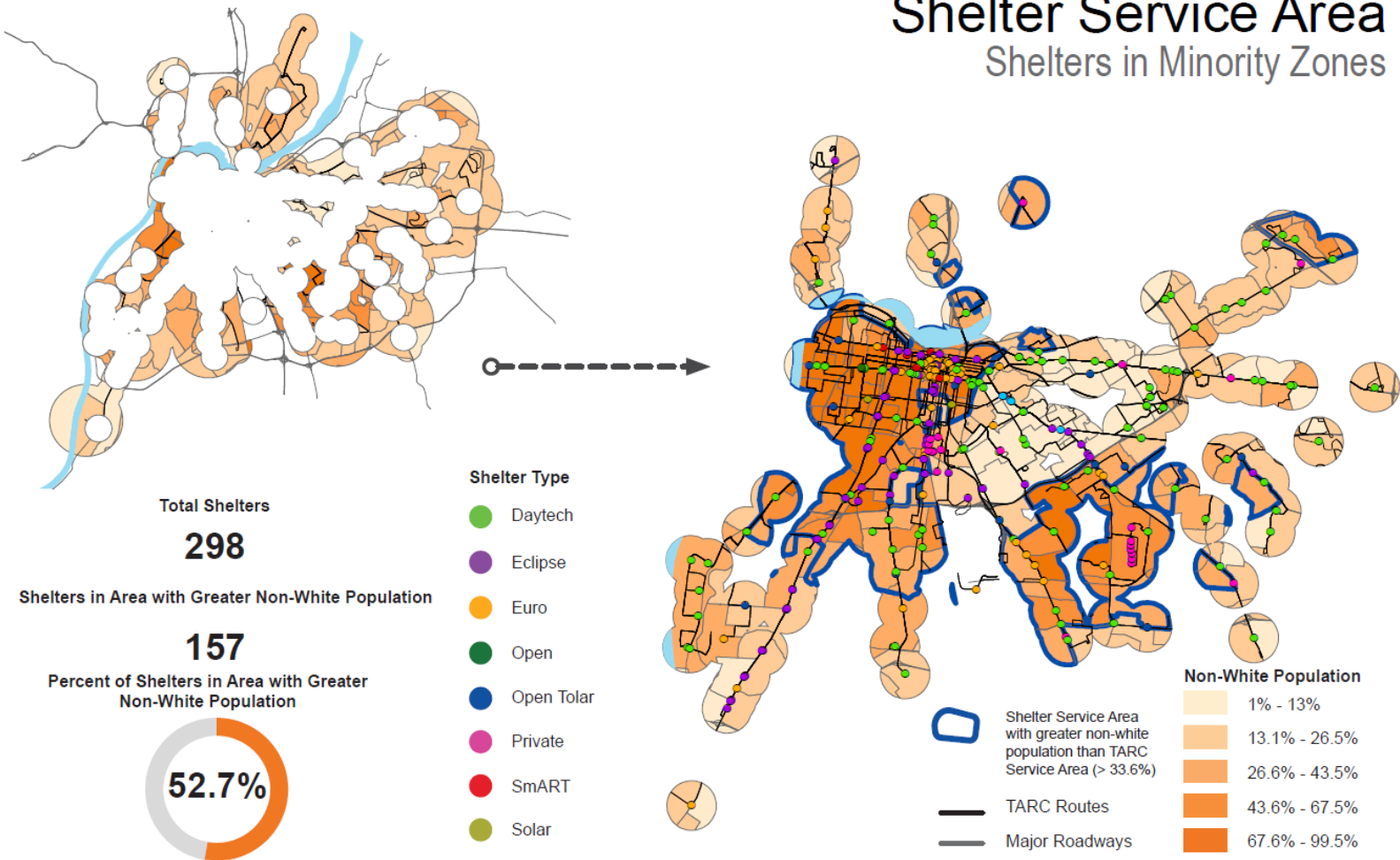
### Non-White Population

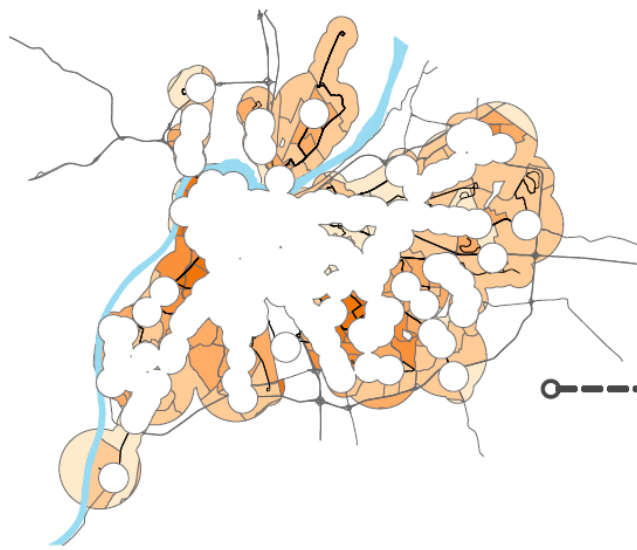
- 1% - 13%
- 13.1% - 26.5%
- 26.6% - 43.5%
- 43.6% - 67.5%
- 67.6% - 99.5%

- TARC Routes
- Major Roadways

# Shelter Service Area

## Shelters in Minority Zones





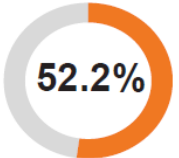
Total Eclipse Shelters

**69**

Eclipse Shelters in Area with Greater Non-White Population

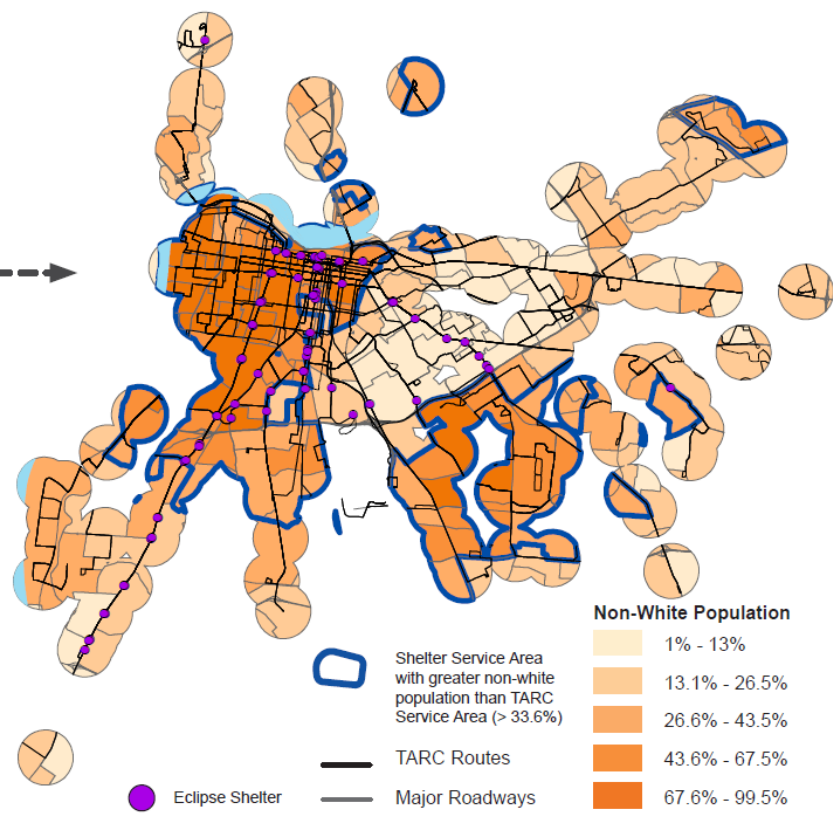
**36**

Percent of Eclipse Shelters in Area with Greater Non-White Population



# Shelter Service Area

## Eclipse Shelters in Minority Zones





## TARC Service Area Low-Income Population by Census Tract

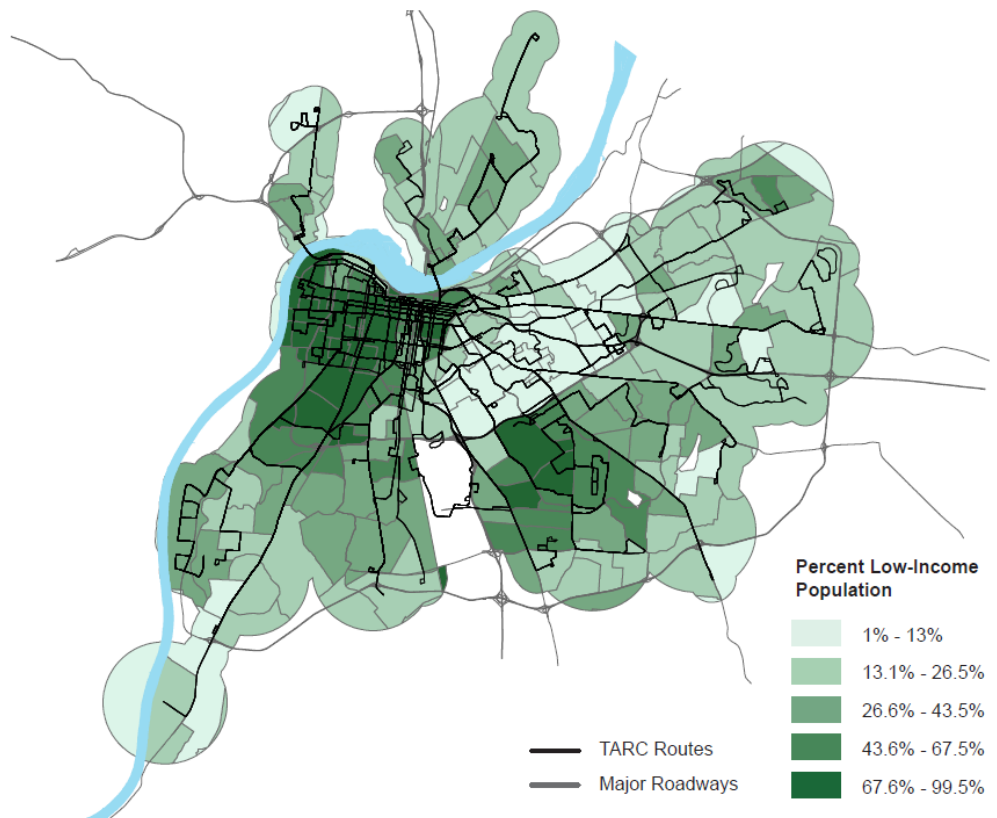
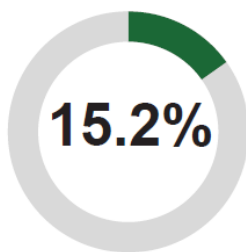
TARC Service Area Total Population  
for whom Poverty Level is Determined

**718,552**

TARC Service Area Low-Income  
Population

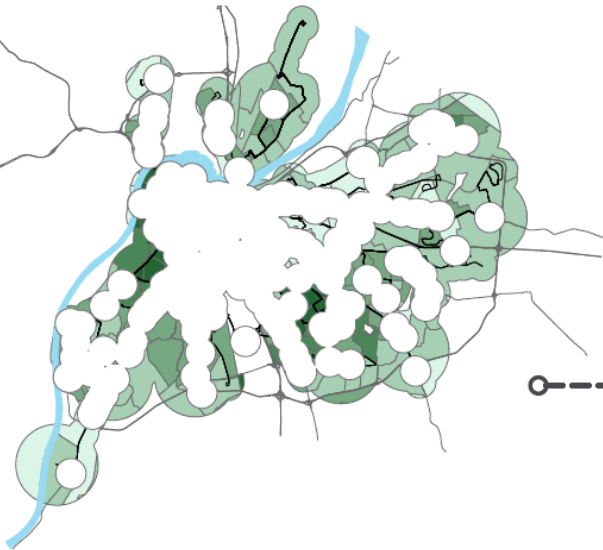
**109,272**

Percent Low-Income Population  
for TARC Service Area



# Shelter Service Area

## Low-Income Population by Census Tract



Shelter Service Area Population for whom  
Poverty Level is Determined

**492,590**

Shelter Service Area Low-Income Population

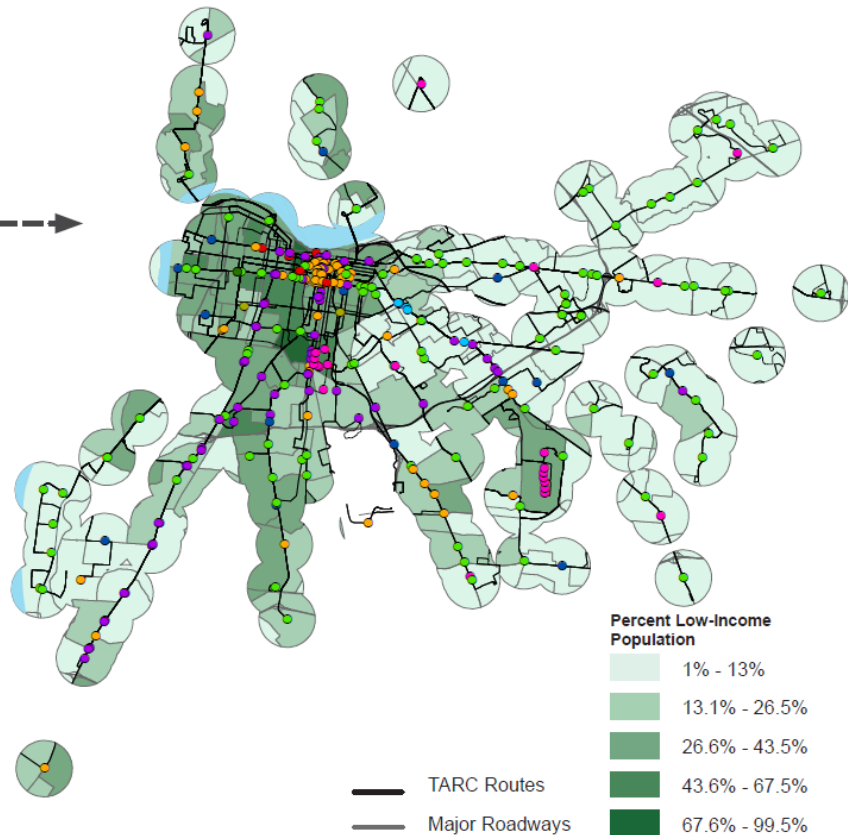
**86,486**

Percent Low-Income Population  
for Shelter Service Area

**17.6%**

### Shelter Type

- Daytech
- Eclipse
- Euro
- Open
- Open Tolar
- Private
- SmART
- Solar

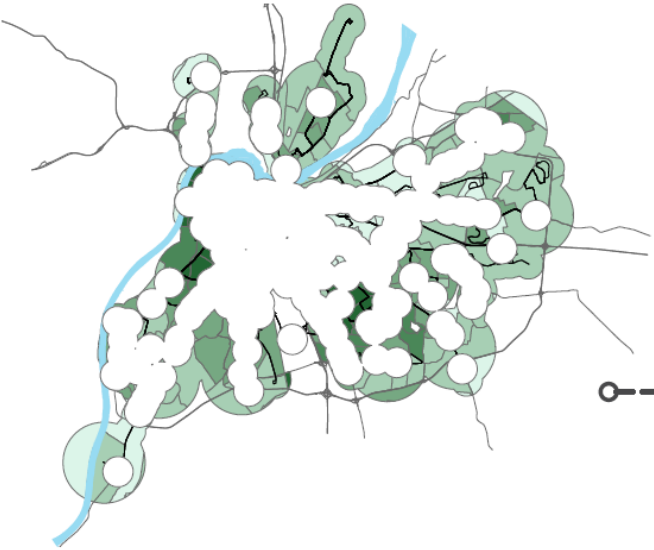


### Percent Low-Income Population

- 1% - 13%
- 13.1% - 26.5%
- 26.6% - 43.5%
- 43.6% - 67.5%
- 67.6% - 99.5%

- TARC Routes
- Major Roadways





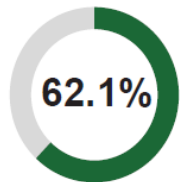
Total Shelters

298

Shelters in Areas with Greater Low Income Populations

185

Percent of Shelters in Low-Income Area

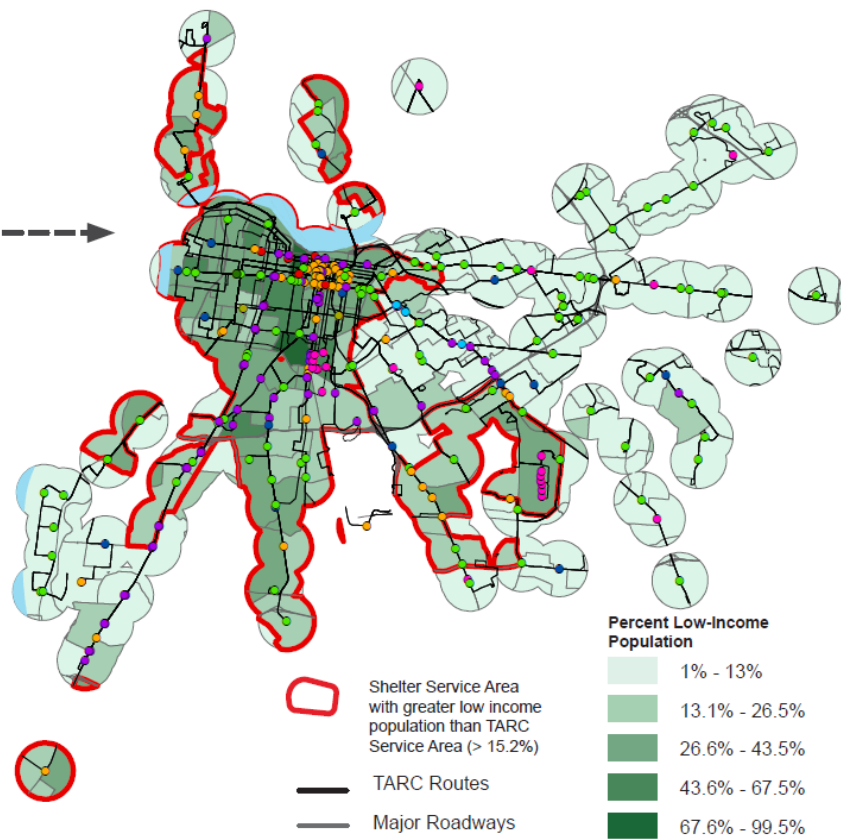


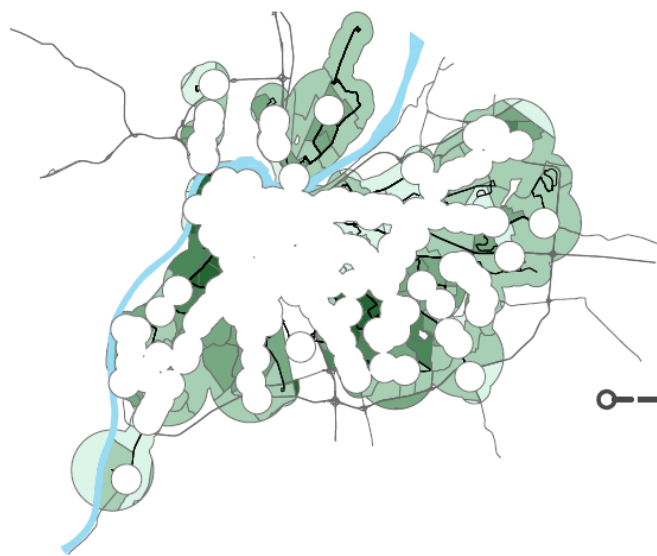
Shelter Type

- Daytech
- Eclipse
- Euro
- Open
- Open Tolar
- Private
- SmART
- Solar

# Shelter Service Area

## Shelters in Low Income Zones





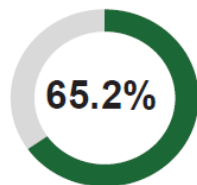
Total Eclipse Shelters

**69**

Eclipse Shelters in Areas with Greater Low Income Populations

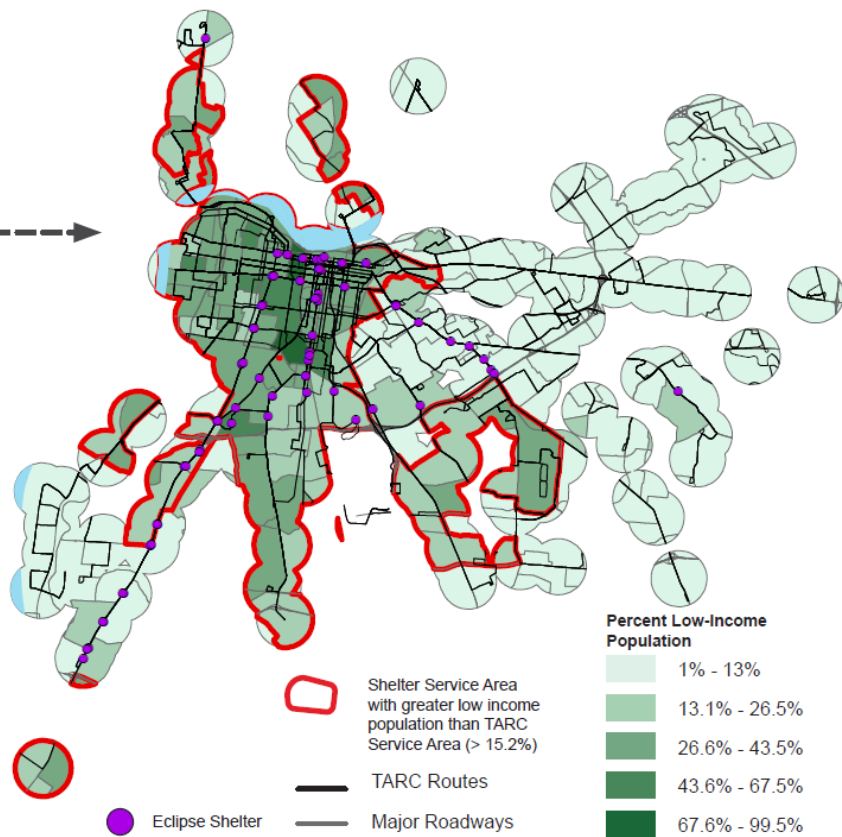
**45**

Percent of Eclipse Shelters in Low-Income Area



## Shelter Service Area

### Eclipse Shelters in Low Income Zones



## Appendix W

### January 2020 Title VI Service Change Analysis

DRAFT

DRAFT

# **Title VI**

# **Service Change Analysis**

Transit Authority of River City

December 26, 2019

## Introduction

---

In accordance with FTA Title VI requirements put forth in Circular 4702.1B, TARC's proposed service modifications on January 26<sup>th</sup>, 2020 will result in a "major service change" as defined in TARC's Title VI Program.

The purpose of this demographic analysis is to determine if the proposed changes will result in disparate impact and/or disproportionate burden with regards to minority and low-income transit riders.

## Definitions and Standards

---

### **Major Service Change Policy**

"Major" service changes are those that change revenue service more than 25% on a route. In these cases, a service equity analysis will be performed and the results will be delivered to the TARC Board of Directors. The change requires approval by the Board of Directors.

TARC adopts the following for disparate impacts and disproportionate burden policies for major service and fare changes. TARC's ultimate goal is to avoid, eliminate, or minimize any disparate impacts or disproportionate burdens on Title VI populations. Any potential adverse effects of service or fare changes on minority or low-income passengers will be mitigated with proposed alternative measures.

### **Title VI Analysis**

Federal Transit Administration (FTA) regulation Circular 4702.1B requires all transit providers with 50 or more fixed route vehicles in peak service and serving an urbanized area over 200,000 to conduct a Title VI equity analysis before a fare change or major service change is enacted. Beyond the requirement to evaluate impact on minority populations, the FTA requires providers to examine the effects on low-income populations. These requirements call for disparate impact analysis for minority riders versus non-minority riders and a disproportionate burden analysis for low-income riders compared to non low-income riders.

### **Disparate Impact Policy**

TARC has defined its disparate impact policy to be +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority populations.

### **Disproportionate Burden Policy**

TARC has defined its disproportionate burden policy to be +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income populations.

## Service Changes – January 2020

---

Transit Authority of River City has proposed the following route changes:

Route 10: *Addition* of Bus Rapid Transit Route on Dixie Highway

Route 18: Minor re-routing & *splitting* of route; frequency affected from Broadway to Market on 18<sup>th</sup> St

Route 28: Result of *splitting* route 18

Route 50X: *Elimination* but this route will be replaced by Bus Rapid Transit serving the same corridor with improved frequency

The proposed service changes on Routes 10, 18, 28, and 50X meet TARC's major service change definition, warranting a Title VI equity analysis.

## January 2020 Service Change Overview – Miles and Hours

<b>Weekday Service</b>					
Route	Type of Change	Revenue Miles		Revenue Hours	
		Aug 2019	Jan 2020	Aug 2019	Jan 2020
Route 10	Addition	N/A	2007.14	N/A	135.42
Route 18	Split	3323.19*	567.84	238.28	85.97
Route 28	Split	N/A	1741.60	N/A	117.62
Route 50X	Eliminate	101.41	N/A	6.50	N/A

<b>Saturday Service</b>					
Route	Type of Change	Revenue Miles		Revenue Hours	
		Aug 2019	Jan 2020	Aug 2019	Jan 2020
Route 10	Addition	N/A	1413.88	N/A	93.27
Route 18	Split	1806.88*	324.05	120.35	43.55
Route 28	Split	N/A	902.07	N/A	59.97

<b>Sunday Service</b>					
Route	Type of Change	Revenue Miles		Revenue Hours	
		Aug 2019	Jan 2020	Aug 2019	Jan 2020
Route 10	Addition	N/A	1413.88	N/A	93.27
Route 18	Split	1804.61*	67.45	120.25	43.55
Route 28	Split	N/A	71.85	N/A	59.90

\*These figures reflect the current pattern of Route 18, which serves both Dixie Highway and Preston Highway. The new pattern of Route 18, effective January 2020, will serve only Dixie Highway, with a turnaround downtown. The pattern for the Preston corridor will function as a “new” route, renamed to Route 28.



## Dixie Corridor Service Change Overview – Miles and Hours

---

Below outlines the change in miles and hours on the Dixie Corridor. Route 18 previously spanned the Dixie **and** Preston corridor, and Route 50X provided express service along Dixie. Whereas the changes in the service along the Dixie corridor for Jan 2020 are reflected by Route 18, split downtown and now serving only Dixie Hwy, and Route 10 Dixie Bus Rapid Transit. As noted below, these changes will not result in a 25% change in revenue service, per TARC's major service change policy.

Service	Revenue Miles		Percent Change
	Aug-19	Jan-20	
	18 + 50	10 + 18	
WKD	1663.31	2574.98	54.81%
SAT	849.23	1737.93	104.65%
SUN	848.17	1737.93	104.90%

Service	Revenue Hours		Percent Change
	Aug-19	Jan-20	
	18 + 50	10 + 18	
WKD	118.49	221.39	86.84%
SAT	56.56	136.82	141.88%
SUN	56.52	136.82	142.08%

## Route 10 Service Equity Analysis

---

### *Potential Impacts to Title VI Populations*

*Residents potentially affected by this change living within the impacted area*

<b>January 2020 Service Change</b>	<b>Minority Population</b>	<b>Low-income Population</b>
Route 10 - Service Addition	31.13%	18.05%
TARC Service Area	27.02%	13.94%

Per Title VI policy, the impact on minority population in the 1/4 mile buffer area around revenue service on Dixie Bus Rapid Transit Route 10 was analyzed using demographic tables B03002 and C17002 5-year estimates from the US Census American Community Survey (2017) at the Census Tract level. Impact on low-income population was also examined, per the TARC Major Service Change & Impact Policies outlined in the agency's Title VI plan. Residents in the impacted area do not have a greater minority population by +10% than the service area average. Therefore, there it is not a statistically significant disparate impact on the minority populations in the area compared to the impact borne by non-minority populations.

The percent of low-income population in the impact area is not a 10% or greater statistical difference than the percent of low-income population in the service area. Therefore, no disproportionate burden is placed upon low-income population in this area compared to the impact borne by non-low-income populations. Additionally, low-income is accounted for only in the TARC policy with regards to environmental justice, and the difference does not represent a Title VI concern.

## Route 18 (Segment) Service Equity Analysis

---

### *Potential Impacts to Title VI Populations*

*Residents potentially affected by this change living within the impacted area*

January 2020 Service Change	Minority Population	Low-income Population
Route 18 Impacted Area	86.45%	39.61%
TARC Service Area	27.02%	13.94%

Per Title VI policy, the impact on minority population in the 1/4 mile buffer area around affected revenue service on Route 18 was analyzed using demographic tables B03002 and C17002 5-year estimates from the US Census American Community Survey (2017) at the Census Tract level. The affected location is on 18<sup>th</sup> Street, spanning from Broadway to Market Street. In this area, the frequency of service on route 18 is reduced from 15 minutes to 30 minutes. Impact on low-income population was also examined, per the TARC Major Service Change & Impact Policies outlined in the agency's Title VI plan. Residents in the impacted area do have a greater minority population by +10% than the service area average. Therefore, there is a disparate impact on the minority populations in the area compared to the impact borne by non-minority populations.

The percent of low-income population in the impact area is a 10% greater statistical difference than the percent of low-income population in the service area. There is a disproportionate burden placed upon low-income population in this area compared to the impact borne by non-low-income populations. Low-income is accounted for only in the TARC policy, and the difference does not represent a Title VI concern.

Several routes that serve the same area as this segment of Route 18 mitigate the impact on minority and low-income populations in the target area. The distance between Broadway and Market Street is a maximum of 0.61 miles, or a 14 minute walk. Route 15 and 43 extensively cover the 18th Street area and make the same connections to downtown as Route 18, via Market Street. Alternatively, Routes 19 and 21 serve Chestnut St and Muhammad Ali Blvd, with walking connection of 0.17 and 0.33 mi, respectively. The impacted segment is short and serves a small area that is also covered by the four previously mentioned routes. Therefore, the disparate impact and disproportionate burden caused to minority and low-income populations within the impact area is mitigated by continuing service on Routes 15, 19, 21, and 43 that will still serve the area.

## Route 18 Service Equity Analysis

---

### *Potential Impacts to Title VI Populations*

*Residents potentially affected by this change living within the impacted area*

January 2020 Service Change	Minority Population	Low-income Population
Route 18	52.44%	29.74%
TARC Service Area	27.02%	13.94%

Per Title VI policy, the impact on minority population in the 1/4 mile buffer area around affected revenue service on Route 18, as a whole, was analyzed using demographic tables B03002 and C17002 5-year estimates from the US Census American Community Survey (2017) at the Census Tract level. Impact on low-income population was also examined, per the TARC Major Service Change & Impact Policies outlined in the agency's Title VI plan. Residents in the impacted area do have a greater minority population by +10% than the service area average. Therefore, there is a disparate impact on the minority populations in the area compared to the impact borne by non-minority populations.

The percent of low-income population in the impact area is a 10% greater statistical difference than the percent of low-income population in the service area. There is a disproportionate burden placed upon low-income population in this area compared to the impact borne by non-low-income populations. Low-income is accounted for only in the TARC policy, and the difference does not represent a Title VI concern.

The Dixie BRT (Route 10) will serve the same area as this segment of Route 18 mitigate the impact on minority and low-income populations in the target area. With the implementation of Route 10, this will result in a combined frequency of 10 minutes along the corridor, with Route 10 running every 15 minutes and Route 18 running every 30 minutes. In addition, the span of service has been increased, serving riders until 1:00am. Previously, service along the Dixie corridor ran until 12:30am on weekdays and until 12:00am on weekends.

## Route 28 Service Equity Analysis

---

### *Potential Impacts to Title VI Populations*

*Residents potentially affected by this change living within the impacted area*

January 2020 Service Change	Minority Population	Low-income Population
Route 28	37.86%	26.04%
TARC Service Area	27.02%	13.94%

Per Title VI policy, the impact on minority population in the 1/4 mile buffer area around affected revenue service on Route 28 was analyzed using demographic tables B03002 and C17002 5-year estimates from the US Census American Community Survey (2017) at the Census Tract level. Residents in the impacted area do have a greater minority population by +10% than the service area average. Therefore, there is a disparate impact on the minority populations in the area compared to the impact borne by non-minority populations.

The percent of low-income population in the impact area is a 10% greater statistical difference than the percent of low-income population in the service area. There is a disproportionate burden placed upon low-income population in this area compared to the impact borne by non-low-income populations. Low-income is accounted for only in the TARC policy, and the difference does not represent a Title VI concern.

As a result of the splitting of the old Route 18, the second half of the route has been renamed as Route 28 and will serve the western corridor, Preston Highway. By splitting Route 18 (old) into two parts, this will result in more reliable service and increased on-time performance due to a shorter route and travel time which will mitigate effects of service as it pertains to low-income and minority populations along Preston Highway.

## Route 50X Service Equity Analysis

---

### *Potential Impacts to Title VI Populations*

*Residents potentially affected by this change living within the impacted area*

January 2020 Service Change	Minority Population	Low-income Population
Route 50X	31.89%	20.87%
TARC Service Area	27.02%	13.94%

Per Title VI policy, the impact on minority population in the 1/4 mile buffer area around revenue service on Route 50X was analyzed using demographic tables B03002 and C17002 5-year estimates from the US Census American Community Survey (2017) at the Census Tract level. Impact on low-income population was also examined, per the TARC Major Service Change & Impact Policies outlined in the agency's Title VI plan. Residents in the impacted area do not have a greater minority population by +10% than the service area average. Therefore, there is not a statistically significant disparate impact on the minority populations in the area compared to the impact borne by non-minority populations.

The percent of low-income population in the impact area is not a 10% or greater statistical difference than the percent of low-income population in the service area. Therefore, no disproportionate burden is placed upon low-income population in this area compared to the impact borne by non-low-income populations. Additionally, low-income is accounted for only in the TARC policy with regards to environmental justice, and the difference does not represent a Title VI concern.

## Summary

---

Route	Type of Change	Minority Proportion of Population		Low-Income Proportion of Population	
		Population Census Tract Portions within ¼ mile of Stops in Impacted Area	Population of TARC Service Area	Population Census Tract Portions within ¼ mile of Stops in Impacted Area	Population of TARC Service Area
Route 10	Addition	31.13%	27.02%	18.05%	13.94%
Route 18 (Broadway to Market)	Reduced Frequency on segment	86.45%	27.02%	39.61%	13.94%
Route 18	Split in half	52.44%	27.02%	29.74%	13.94%
Route 28	Result of Rt. 18 split	37.86%	27.02%	26.04%	13.94%
Route 50X	Elimination	31.89%	27.02%	20.87%	13.94%

## Evaluation Methodology - Service Equity Analysis

---

### Data:

American Community Survey 5-YR Estimates

Table B03002 – Hispanic or Latino Origin by Race

*Subtract “Total Population” – “White (alone)” to determine the minority population*

American Community Survey 5-YR Estimates

Table C17002 – Ratio of Income to Poverty Level in the Past 12 Months

*Sum up “Estimate; Total: - Under .50” + “Estimate; Total: -0.50 to .99” to determine the low-income population (at 100% poverty level)*

Census Tract Geography (joined with ACS population data and trimmed to TARC service area)

TARC Stops

TARC Routes

### Analysis:

Using a geographic information systems (GIS)-based approach, this analysis seeks to measure the location and magnitude of proposed service changes as it relates to disparate impact and disproportionate burden.

### **Spatial Analysis:**

Create a dissolved buffer that reflects  $\frac{1}{4}$  mile distance from stops impacted

Clip block groups and portions of block groups that do not fall within  $\frac{1}{4}$  mile of a bus stop

Calculate new field reflecting the area (sq. miles) within each tract that lies within the buffer

For each tract, determine a proportion by dividing the mileage within the buffer area by the total mileage within the tract to create a ratio

*This will serve as a multiplier to calculate populations that live within walking distance of TARC stops*

### **Population Analysis:**

Multiply each population (minority, low-income, total) within the tract by the square mileage ratio

Determine the percentages of each population by dividing the minority and low-income populations by the total population

Sum up the minority population

Sum up the total population

Divide minority / total to get the % minority population within the area affected

Sum up the low-income population

Sum up the total population

Divide income / total to get the % minority population within the area affected



