



Title VI Plan 2025

Transit Authority of River City

Revised: 2025

Name of Entity That Drafted This Plan	Transit Authority of River City (TARC)	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	 Ozzy Gibson, Executive Director	12/16/2025
Approval by the Board of Directors	Name of Entity That Approved This Plan	Date of Approval
	TARC Board of Directors	12/16/2025
	Relevant Documentation (Title and Location)	
	Board Resolution 2025-59 Title VI Program Plan	
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	TARC 2025 Title VI Program Plan	

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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 49U.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

Transit Authority of River City Title VI Policy Statement



It is the policy of the Transit Authority of River City (TARC) to uphold and enforce the provisions of Title VI of the Civil Rights Act of 1964 and its related nondiscrimination authorities. TARC, as a recipient of Federal financial assistance administered by the Federal Transit Authority (FTA), enforces Title VI, as amended, via its policies and procedures.

Title VI and its nondiscrimination provisions collectively state "no person 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 of TARC's programs or activities. Prohibited practices include, but are not limited to, the following:

- Denying a person any service or benefit based on their race, color, or national origin
- Providing service or benefit that result in disparate impact or disparate treatment
- Locating facilities in a manner that would significantly limit or impede access to a federally funded service or benefit

TARC will put forth every effort to ensure nondiscrimination on the grounds of race, color, national origin, age, sex, disability, Limited English Proficiency (LEP), and Environmental Justice (EJ) populations.

TARC affords all persons the opportunity to participate in and benefit from its programs and services, including those for which it receives Federal financial aid, and will take the appropriate steps to implement and monitor its Title VI program as a means to comply with the requirements of the regulations, including the requirements of 49 CFR Section 21.9(b).

The authority to implement and monitor the Title VI Program is delegated to TARC's Office of Civil Rights. However, the Office of Civil Rights and the other program areas will work in tandem with one another to implement their shared Title VI Program responsibilities. Furthermore, each program area will assume full responsibility for impeding discriminatory practices and establishing nondiscrimination compliance in all of the TARC's programs and activities. TARC's subrecipients, grant recipients, contractors, and subcontractors must also comply with Title VI and its related nondiscrimination authorities.

Ozzy Gibson
TARC Executive Director

Date

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 Title VI of the Civil Rights 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 Director of Civil Rights and Compliance 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 Director of Civil Rights and Compliance 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 Director of Civil Rights and Compliance 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.

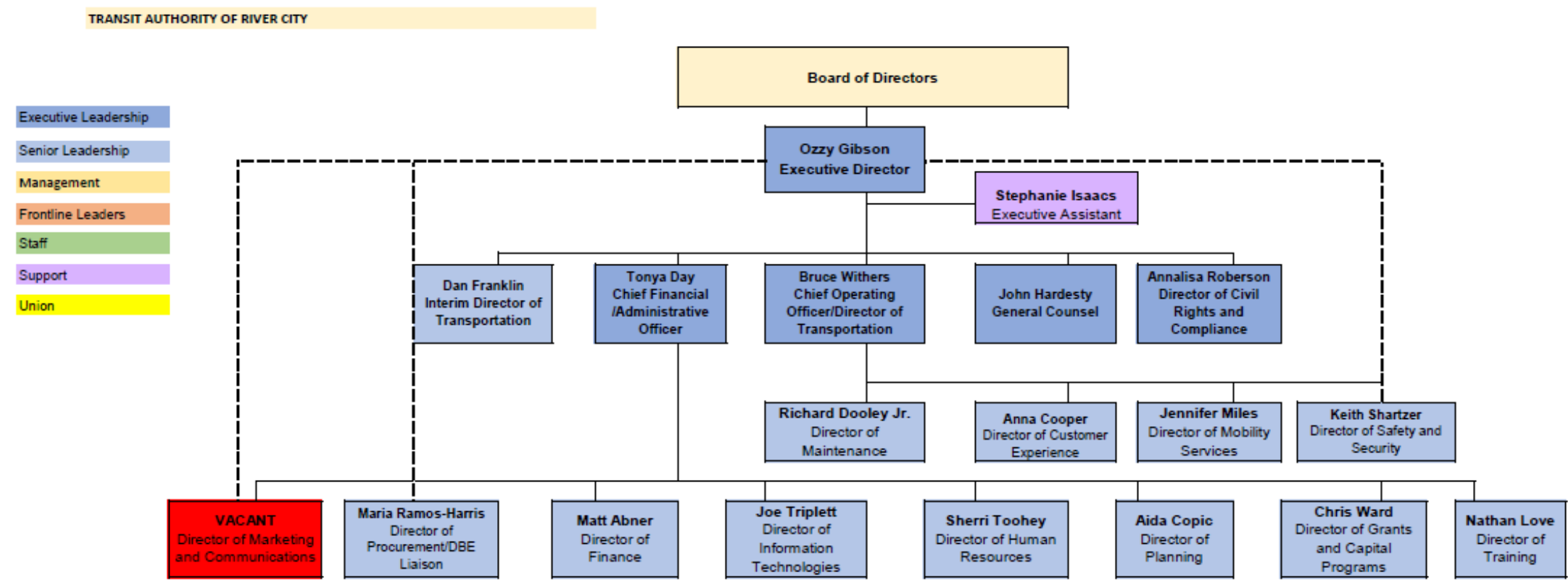
Furthermore, the Director of Civil Rights and Compliance manages TARC's current and future Title VI initiatives to ensure they are in sync with the agency's overall best practices and efforts. The Director also keeps the TARC Executive Director, leadership team, and Board of Directors abreast of matters regarding compliance with 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 Director of Civil Rights and Compliance is also responsible for the management and coordination of The TARC Title VI Program, while providing oversight and coordination of TARC's compliance with Title VI and all related statutes, regulations, and directives. The Director of Civil Rights and Compliance 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 Director of Civil Rights and Compliance's additional responsibilities include, but are 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.
- Serving as the ADA Coordinator ensuring compliance with FTA ADA regulations, statutes, and directives.

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

In accordance with the FTA Circular 4702.1B, TARC notifies the public of their rights under Title VI of the Civil Rights Act of 1964. The Title VI Notice is made available to the public and can be translated into 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, which prohibits 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 Civil Rights Office or TARC Customer Service. Complaints of discrimination can also be filed on the TARC website.

TARC has multiple methods that are utilized to assist individuals with Limited English Proficiency (LEP), such as translation services which shall be 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). Other appropriate materials made available to the public 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. 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 Director of Civil Rights and Compliant.

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 Civil Rights and Compliance
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 Civil Rights and Compliance. Under these circumstances, the complainant will be interviewed, and the Director of Civil Rights and Compliance will assist the complainant in completing a written statement.
3. When a complaint is received, the Director of Civil Rights and Compliance 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) business 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 Executive 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 merit on its face, the Executive Director or his/her authorized designee will instruct the Director of Civil Rights and Compliance to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Executive Director within sixty (60) business 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 Civil Rights and Compliance 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) business days from the completion of the investigation or ninety (90) business 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
A
1200 New Jersey Ave., SE
Washington, DC 20590
Telephone (888) 446-4511
Fax (404) 865-5605

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 complainant from their right to file with:

- The U.S. Department of Transportation (US DOT) -
www.transportation.gov

- The U.S. Department of Justice (US DOJ) – www.justice.gov
- The Federal Transit Administration (FTA) – www.transit.dot.gov

Complaint Log

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

Complaint ID	Date Received	Basis of Complaint	Description of Allegation	Status	Outcome/Resolution
99347	3/17/2023	Title VI (Race)	The customer reported that the driver was rude to all passengers, using racial slurs and exhibiting generally unprofessional behavior.	Closed	The information provided by the complainant was insufficient to locate and review the video footage. Since the complaint was filed anonymously, we were unable to contact the complainant for additional details.
106031	7/25/2024	Title VI (Race)	The customer reported that she let her children get on the bus and driver would not lower the ramp. "I put my child down on bus while struggling with stroller. Driver did not let the ramp down so I am trying to get the stroller on the bus up the steps. Meaning the child was on bus walking without socks and shoes. Driver then told you need	Closed	The video was ordered and reviewed on 07/29/2025. The operator stopped the vehicle and lowered the coach to allow a passenger to board with a stroller. The passenger did not request the use of the ramp and set the toddler down before boarding. The operator informed the passenger that the child needed to be wearing shoes. The passenger became upset, stating that the operator frequently imposes rules that are not enforced consistently. A follow-up conversation was held with the operator to clarify that rules

			shoes and socks on child. Child is one years old and does not like shoes on. This same driver picks at me every time I get on the bus. I feel like it is because I am fairer skin then some others. Caller has had several issues with this driver and was told she was going to report me to her bosses.”		should be stated once but the operator should not engage in a back-and-forth with the customer. Upon speaking with the operator, it was noted that this passenger regularly allows her child to walk without shoes in the bus aisle, which the operator feels poses a safety risk. On 07/29/25 the passenger successfully boarded the bus with both her child and the stroller without incident. No further incidents have been reported.
106418	8/16/2024	Title VI (Race)	The customer, a white male, reported feeling passed over and expressed concerns that he is being treated unfairly because of his age (older) and race.	Closed	The allegations of discrimination could not be substantiated.
107971	11/19/2024	Title VI (Race)	The complaint alleges that Black customers are being forced to ride longer on the vehicle than White customers, claiming this is	Closed	The matter was thoroughly investigated by our contractor, MV, which manages TARC3 operations. Upon review, the claim was found to be unsubstantiated. TARC3 operates as a rideshare program

			due to racism within TARC3.		where the same level of service is provided to all customers, without discrimination based on race or any other protected category. The investigation confirmed that there is no evidence of unequal treatment.
109430	3/20/2025	Title VI (Race)	The customer reported that the coach operator allowed all passengers, except one white man, to board. Allegedly, the driver shut the door in the man's face and drove off without explanation. The customer stated that is unsure why this happened, but noted that the other passengers were all Black.	Closed	Based on the information provided, the video footage was located and reviewed. The incident, as described, did not occur, and therefore, the allegation of discrimination was not substantiated. The coach operator was observed pulling away from the stop, at which point a passenger mentioned that someone was attempting to board the bus. However, by that time, the coach had already begun to depart, making it too late for the individual to board. It is important to note that passengers are expected to be at the stop on time when the bus arrives
111093	8/5/2025	Title VI (Race/National Origin)	The customer reported that an employee allegedly made a racist remark on Facebook	Closed	We attempted to search the employee's Facebook page to verify the allegations, but were unable to find any relevant information.

			regarding deportees. The customer expressed concerns about potential discrimination, especially given that many immigrants rely on public transportation.		We followed up with the customer, requesting screenshots of the alleged remarks, but did not receive a response. As a result, the complaint was closed due to insufficient information and the inability to conduct further investigation.
111248	8/14/2025	Title VI (Race)	The customer mentioned that after boarding the bus, he witnessed another passenger comment about seeing a 'cockroach' in the street. The customer felt the driver smiling at the comment was inappropriate, as the person in the street was white and the driver was black, which the customer interpreted as racially insensitive.	Closed	We reviewed the video based on the details provided by the complainant, but were unable to verify any of the interactions described. Specifically, the video did not show any comments about individuals on the street, making the allegation unsubstantiated.

Public Participation Plan

TARC's Office of Civil Rights and Compliance work closely with internal partners to maintain its longstanding commitment to ensuring equal access 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 Service 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, and 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 Service Department that may be Title VI related is immediately referred to the Director of Civil Rights and Compliance for processing and investigation.

The TARC service area comprises Jefferson County in Kentucky, and Floyd and Clark Counties in Indiana. To ensure adequate public outreach in these counties, TARC 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 ensures 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 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 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 audiences 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 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 will 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 communication 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.

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 14th, 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.” See “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Person.” 70 Fed. Reg. 239, 74087-74100 (Dec. 13, 2005). As 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.”

While Executive Order 14224, issued on March 1, 2025, rescinded Executive Order 13166, Title VI nonetheless prohibits discrimination on the basis of national origin, which the United States Supreme Court interpreted to include language. Furthermore, the LEP Policy Guidance remains in effect and closely tracks the requirements and mandates of EO 13166.

Compliance with LEP Requirements

As stated in the LEP Policy Guidance, 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 LEP

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 (rescinded) and the DOT LEP Policy Guidance, 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 to what languages they must be translated, a Four Factor Analysis must 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

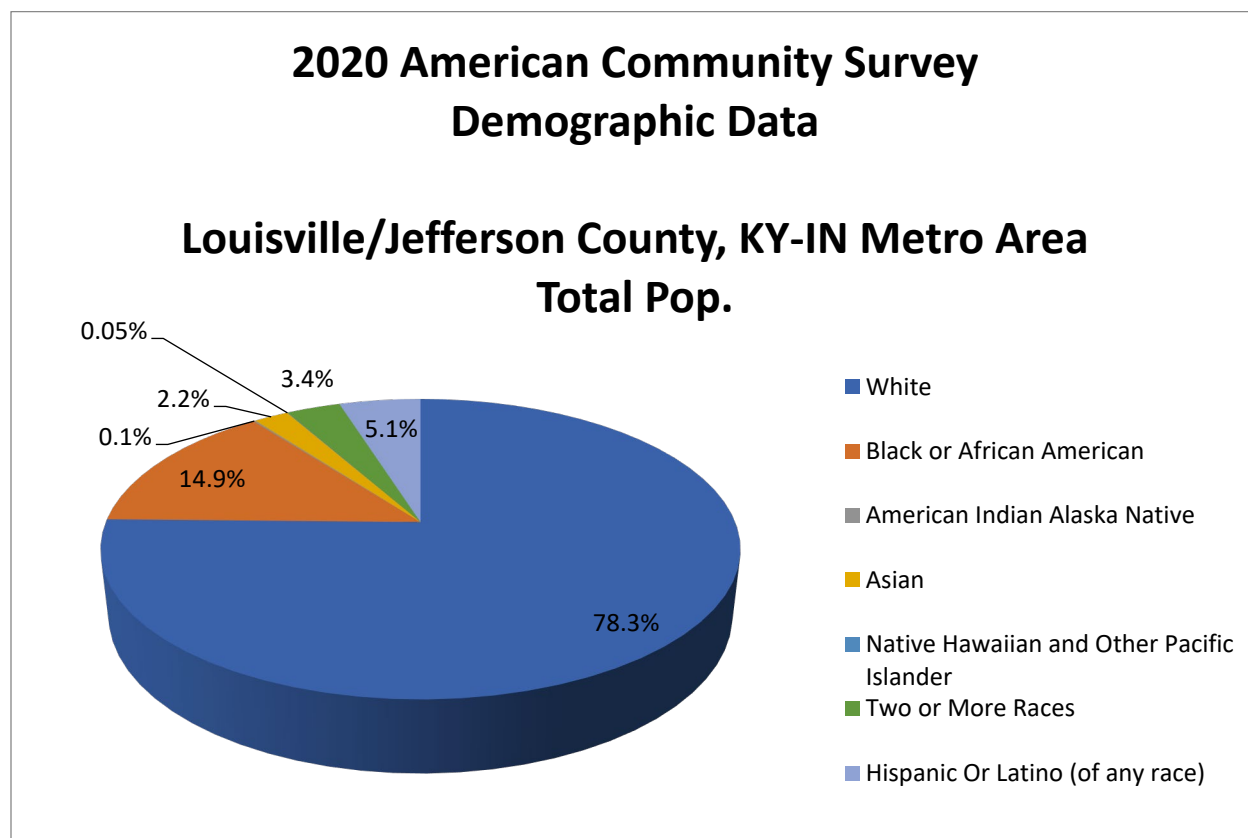
In order to complete the Four Factor Analysis data from U.S. Census (American Community Survey)¹ was collected and analyzed. Individuals that identify themselves as speaking English less than “very well” are considered to be individuals with LEP based upon their limited ability to read, write, speak,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

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

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)².



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 LEP³; 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

²2020 American Community Survey, Data Table: DP05

³ American Community Survey 2019-2023 Table B16002: Language Spoken At Home By Ability To Speak English For The Population 5 Years And Over - Universe: Population 5 years and over

provides written translation of vital documents⁴ for each LEP language group that meets the threshold of 5% or 1,000 individuals, 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.

Safe Harbor Provision		
Language	Total Population	Total Population "Speak English less than well"
French	4,922	852
Vietnamese	2,418	286
Arabic	4,860	568
Russian	3,914	396
Chinese (incl. Mandarin, Cantonese)	2,067	142
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)	1,879	116

⁴ 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.

Nepali, Marathi, or other Indic languages	8,766	727
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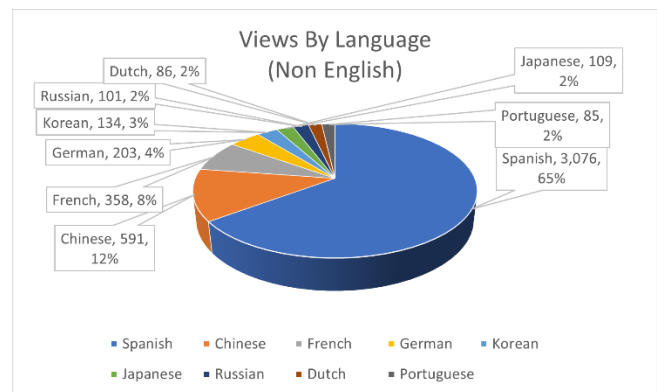
For Safe Harbor required translations, TARC has utilized bilingual (English/Spanish) staff to translate materials that are crucial for accessing and using The TARC services and receiving transit benefits. Multiple documents have been identified as “vital” and through the years have been translated into 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, is a key resource for TARC riders. TARC tracks activity on the website and found that from 2020 to present there were over 882,000 visits/views and of those views there over 316,000 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 July 2024 to present.

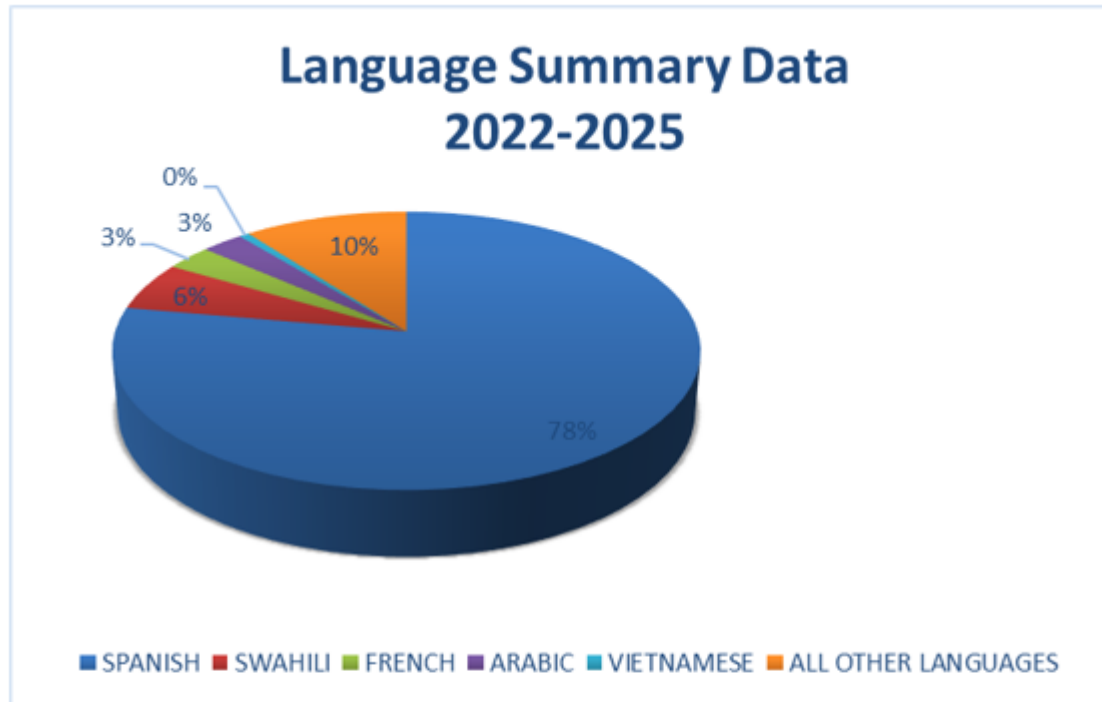
Language	Views
Spanish	3,076
Chinese	591
French	358
German	203
Korean	134
Japanese	109
Russian	101
Dutch	86
Portuguese	85



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 Service 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 2022⁵.



Language	Calls	Minutes	Charges	AvgMinutes	AvgConnect	% of Total
Spanish	853	6681	7015.05	23.4	27.95	77.83
Swahili	62	566	594.3	27.9	140.35	5.66
French	32	253	265.65	26.2	19.58	2.92
Arabic	29	266	279.3	27.4	9.4	2.65
Vietnamese	7	51	53.55	11.8	14.5	0.64
All Other Languages	113	986	1035.3	244.9	768.1	10.31
TOTAL	1096	8803	9243.2	46.6	109.8	100

Data for the phone lines was extracted from FY 2022-FY 2025 to the present and it was determined that the Information IVR line received approximately 1,096 calls.

To assess the frequency with which individuals with LEP come into contact with TARC a survey (see Appendix H) was given to Coach Operators, Customer Service Representatives, and other employees who may have frequent contact with individuals

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

who have LEP. Please note the survey was optional and given to employees who chose to participate.

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.”

Language	Most Days	At Least Once a Week	At Least Once a Month	At Least Once a Year	Never
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%

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

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 impacts 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 convenience 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.

TARC 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 to 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 or she will notify the individual. The cards will be distributed to Operators in the future so that they can provide 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 rights under Title VI. This information can be found in public facing areas and on all 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 fulfill 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 is 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	38%	62%	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, which is done by publicizing the vacancy through internal means and 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 - 16	Caucasian/White	African American/Black	American Indian or Alaska Native	Hispanic or Latino – a,x	Asian	Native Hawaiian or Other Pacific Islander
Percentages	81%	19%	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 and subrecipients 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 2025, TARC had 9 sub-recipients which are identified below.

- Blue River Services
- Baptist Healthcare
- Cedar Lake Residences
- Dreams with Wings
- North Star Achievement Center
- Harbor House
- LifeSpan
- Southwest Center for the Developmentally Disabled

- Zoom Group

Each sub-recipient applied for Section 5310 funds and was subsequently awarded funding.

In 2023, citing a Census Bureau determination that the City of La Grange had been removed from the Louisville Urbanized Area, the City of La Grange has ceased to be a sub-recipient of TARC through the Section 5307 grant program.

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 requests a copy of the sub-recipient's Title VI Program Plan. If the sub-recipient does not have a Title VI Program Plan, TARC provides a Title VI 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. TARC advises the sub-recipient that using the TARC Title VI Plan template to create a Title VI Plan is not all that the sub-recipient needs to do to be in full compliance with all the requirements of Title VI. TARC advises the sub-recipient that the TARC Title VI Plan template 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 tandem with the Office of Civil Rights and Compliance, in order to monitor and review sub-recipient compliance, use a questionnaire (see Appendix M). TARC will keep the questionnaires on file and make them 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 they receive a Title VI complaint. The TARC Grants Department will then forward the complaint to the Director of Civil Rights and Compliance.

TARC requests a copy of the sub-recipient's 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 operation 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 origin 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 13th, 2020, which TARC implemented but then discontinued for the past year as it did a fare free analysis. TARC is once again seeking to implement a mobility ticket solution. 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

Title VI Service Equity Analysis Policy Amendment

TARC is in the process of developing TARC 2025 Draft Plans for network restructuring and efficiency improvements to be implemented in the Summer of 2026. Along with this process, TARC reviewed and evaluated our current Title VI Policies for Service Equity Analysis (SEA) to ensure these policies are updated and can be applied for service equity analysis for the entire systemwide network

On May 28, 2025, TARC adopted the following major service change and impact policies amendment.

The most significant parts of the TARC Title VI Service Equity Policy are its thresholds that trigger a Service Equity Analysis: (1) the degree of change in service that triggers an equity analysis (25%), and (2) the degree of difference that is considered acceptable between protected and non-protected populations' experiences of a change (10%). We recommend leaving those thresholds as they are.

Some minimal amendments would make this policy usable for the network redesign, while also clarifying some terms. The amendments are as follows:

Clarifying that the change in service that is considered "major", triggering an equity analysis, would be a change that increases either the revenue hours or revenue miles on a route in a typical weekly schedule.

Clarifying that the degree of acceptable difference between populations is 10 percentage points.

Allowing the measurement of equity impacts on routes individually or cumulatively.

This is the norm among peer agencies. An equity analysis must be performed for a Major Service Change; however, the analysis can be performed either on an individual route analysis (old-route-compared-to-new-route) or on a cumulative analysis (old group of routes compared to new group of routes) basis.

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. 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.

Disparate Impact policy:

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.

TARC's proposed service change on June 7th, 2024 resulted in a major service change as defined by TARC's Major Service Change Policy, see Appendix O for the Service Change Analysis.

In June 30th of 2024 TARC implemented a service change which triggered a Title VI service equity analysis, see Appendix O for the June 30th 2025 Service Change Analysis.

TARC's proposed service change on January 26th 2025 These service changes were proposed as an attempt to balance TARC FY 2025 budget and improve service delivery and reliability.

In the long-term, these service adjustments will also prepare TARC for the upcoming TARC 2025 system restructuring plan that could be implemented in Spring of 2026.

Proposed January service adjustments are in line with TARC's limited financial resources, rising cost of service, number of available operators, and planning for the FY 2026 Budget.

In January of 2025 TARC discontinued the routes that were funded by a federal Congestion Mitigation and Air Quality (CMAQ) grant provided through INDOT and KYTC for the three consecutive years of service. Funding for that service was exhausted in first Quarter of FY 2025.

Per TARC's adopted Service Change Policies, January 2025 proposed service changes do not constitute a major service change systemwide. see Appendix P for the 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 35% 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 R 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 (15.6%).

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 (35.4%).

In Appendix S the Minority Track 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 (35.4%)

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.
- 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.
- 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 departures 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 Maintenance 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.

For the current reporting period, TARC did not conduct a shelter equity analysis because the difference between the current service area and the 2022 area – which was the subject of the previous shelter equity analysis – are negligible. Following implementation of the New TARC Network in the summer of 2026, TARC will undertake an updated equity analysis, the results of which it will include in the next Title VI plan.

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 155 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 at least 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 Fleet Inventory

No. of Buses	Year	Manufacturer and Model
12	2013	Gillig Low-Floor 40' Commuter
12	2014	Gillig Low-Floor 40'
25	2016	Gillig Low-Floor 40'
1	2016	Gillig BAE Hybrid LF 40'
2	2017	Gillig Low-Floor 35'
9	2019	Gillig Low-Floor 40'
8	2019	Gillig Low-Floor 40' Commuter
2	2021	Gillig Low-Floor 40' Commuter
4	2021	Gillig Low-Floor 35'
41	2021	Gillig Low-Floor 40'
14	2022	Gillig Low-Floor 40'
11	2023	Gillig Low-Floor 40'
2	2024	Gillig BEB Extended 40'
12	2025	Gillig Low-Floor 40'

Appendices

Appendix A

Board Approval Resolution



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Executive Director

Date: December 16, 2025

Re: Resolution 2025-58 TARC Title VI Plan Update

Per the Federal Transit Administration (FTA) regulations, guidelines, and Circular FTA C-4702.1B, TARC has prepared an updated 2025 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 2025 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 (2022-2025). The changes reflected in the document were updates to data and demographics.

Please note, TARC is in the process of developing 2025 Draft Plans for network restructuring and efficiency improvements to be implemented in the summer of 2026 as part of the New TARC Network. This will constitute a major change in TARC's service and will require TARC to make significant policy amendments, which will include public meetings and the opportunity for public comment. Once these changes are implemented, TARC undertake a new, thorough Title VI analysis for network restructuring and service changes implemented as part of the new TARC network.

The attached resolution seeks approval of TARC's 2025 Title VI Plan Update.

If you have any questions, please call me at 502-567-5100.



MEMORANDUM

To: TARC Board of Directors
From: Ozzy Gibson, Executive Director
Date: May 28, 2025
Re: Resolution 2025-15 Title VI Service Equity Analysis Policy Amendment

TARC is in the process of developing TARC 2025 Draft Plans for network restructuring and efficiency improvements to be implemented in the Summer of 2026. Along with this process, TARC reviewed and evaluated our current Title VI Policies for Service Equity Analysis (SEA) to ensure these policies are updated and can be applied for service equity analysis for the entire systemwide network.

Why Amend the Title VI Policy

TARC's 2013 Title VI Service Equity Policies were written over 10 years ago and needed a minor update to be applicable to future systemwide service changes and the upcoming network restructuring process.

Minimal Amendments

The most significant parts of the TARC Title VI Service Equity Policy are its thresholds that trigger a Service Equity Analysis: (1) the degree of change in service that triggers an equity analysis (25%), and (2) the degree of difference that is considered acceptable between protected and non-protected populations' experiences of a change (10%). We recommend leaving those thresholds as they are.

Some minimal amendments would make this policy usable for the network redesign, while also clarifying some terms. The amendments are as follows:

1. Clarifying that the change in service that is considered "major", triggering an equity analysis, would be a change that increases either the revenue hours or revenue miles on a route in a typical weekly schedule.
2. Clarifying that the degree of acceptable difference between populations is 10 percentage points.



The above clarifications are consistent with the usual interpretation of those terms, both within TARC and among peer agencies. However, the existing policy leaves it vague, and thus a clarification is recommended.

3. Allowing the measurement of equity impacts on routes individually or cumulatively.

This is the norm among peer agencies. An equity analysis must be performed for a Major Service Change; however, the analysis can be performed either on an individual route analysis (old-route-compared-to-new-route) or on a cumulative analysis (old group of routes compared to new group of routes) basis.

TARC has a longstanding commitment to meet both, the spirit and letter of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs or activities that receive federal financial assistance.

Public Participation Process

In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed SEA Policy Amendment through various channels of communication, and through the three open-house public meetings held on April 22nd, 23rd, and 24th, 2025.

Additionally, TARC invited a group of the community representatives to participate in a focus group discussion led by TARC staff and the JWA consultant. The focus group participants did not express any concerns with the proposed Policy amendment.

While the public had questions and discussed the policy amendment with TARC team, we did not receive any comments nor concerns specific to the policy amendment itself.

The public has been solicited to comment through a news release widely distributed through the TARC website, media, local elected officials, and social media. TARC solicited comments through the ridetarc.org website, phone line, and social media outlets Twitter and Facebook. The public can provide comments to TARC at any time via phone, email, letters and social media.

Attached to this Memo is the final language of the SEA Policy Amendment, and the Major Service Change Policy as adopted in Title VI Program from 2013.

The attached resolution seeks the TARC's Board of Directors approval of the Title VI Service Equity Analysis Policy Amendment.

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



Resolution 2025-15 - Title VI Service Equity Analysis Policy Amendment

WHEREAS, TARC is in the process of developing TARC 2025 Draft Plans for network restructuring and efficiency improvements to be implemented in the Summer of 2026; and

WHEREAS, along with this process, TARC reviewed and evaluated its current Title VI Policies for Service Equity Analysis (SEA) to ensure these policies are updated and applicable for service equity analysis for the entire systemwide network; and

WHEREAS, TARC's 2013 Title VI Service Equity Policies were written over 10 years ago and need a minor update to be applicable to future systemwide service changes and the network restructuring process; and

WHEREAS, the most significant parts of the TARC Title VI Service Equity Policy are its thresholds that trigger the Equity Analysis Review: (1) the degree of change in service that triggers an equity analysis (25%), and (2) the degree of difference that is considered acceptable between protected and non-protected populations' experiences of a change (10%); and

WHEREAS, those thresholds are not subject to this Policy Amendment and remain as they are; and

WHEREAS, amendments will make this policy usable for the network redesign, while also clarifying some terms; and

WHEREAS, the minimal amendments are as follows:

- clarifying that the change in service that is considered "major", triggering an equity analysis, would be a change that increases either the revenue hours or revenue miles on a route in a typical weekly schedule; and
- clarifying that the degree of acceptable difference between populations is 10 percentage points; and
- allowing the measurement of equity impacts to be performed on routes individually or cumulatively; and

WHEREAS, these clarifying changes are a commonly accepted interpretation, both within TARC and among peer agencies; and

WHEREAS, the purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of major service changes on TARC's passengers, minority and low-income populations; and



WHEREAS, TARC has a longstanding commitment to comply with 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

WHEREAS, TARC's goal is to avoid, minimize, or eliminate any adverse impact of service changes that would be borne disproportionately by minority or low-income populations; and

WHEREAS, in accordance with TARC's Public Participation Policy, TARC has solicited public comments on the proposed Service Equity Analysis Policy Amendment through various channels of communication, and in person with numerous open house public meetings held in April 2025; and

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

The TARC Title VI Service Equity Policy Amendment is hereby approved.

Adopted this 28th day of May 2025.



Steve Miller, Chair of the Finance Committee
and acting Chair of this meeting



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Interim Executive Director

Date: June 7, 2024

Re: Resolution 2024 – 22 Implementation of Saturday Plus Service Changes
Title VI Equity Analysis

Transit Authority of River City (TARC) is proposing implementation of Saturday Plus service plan effective June 30th 2024. This service change is proposed out of necessity and in response to TARC's financial situation, as an attempt to balance TARC FY 2025 budget and reduce the impact of a potential fiscal cliff that many transit agencies are facing nationwide. In the long-term, this service adjustment will also prepare TARC for the upcoming TARC 2025 system restructuring plan and service efficiency improvements that could be implemented as soon as August 2025.

Saturday Plus systemwide service adjustments are in line with TARC's limited, declining financial resources, rising cost of service, ridership performance, and the proposed FY 2025 Budget.

Saturday Plus service reductions include primarily changes to routes' schedules and hours of service Monday to Friday, with one minor route modification (rt # 29). The three limited service, grant funded local routes are proposed for elimination. A summary of the proposed changes was presented to the TARC's Board of Directors Operations Committee at the April 10th 2024 meeting.

Under the Federal Transit Administration (FTA) requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed Saturday Plus service changes and any potential impact on TARC's fixed routes and paratransit customers.

The Saturday Plus proposal includes frequency reductions and schedule changes on 19 local routes: #2, #6, #12, #15, #17, #18, #19, #21, #25, #27, #29, #31, #40, #43, #52, #63, #71, #72 and #94. TARC's core service, high frequency routes #4, #10, #23 and # 28, operate every 15 minutes on weekdays and carry 45% of the TARC's total ridership. These routes will not be impacted with Saturday Plus changes and will continue operating their current regular schedules.

Routes proposed for discontinuation, #46, #73, and #74, have been analyzed for efficiency, performance, cost of service, and impact on ridership. These local routes have limited morning and afternoon trips, very low ridership and high cost per passenger boarding. The routes are funded by a federal Congestion Mitigation and Air Quality (CMAQ) grant provided through INDOT and KYTC for the three consecutive years of service. Funding for that service will be exhausted in first Quarter of FY 2025.



No changes are proposed to the TARC's fixed routes service area, and there will be no impact on TARC paratransit.

While balancing limited financial resources, managing the budget and level of service systemwide, TARC's primary goal is to avoid, eliminate, or minimize any adverse impacts the proposed service changes could have on TARC's ridership, especially any impact that would be borne disproportionately by minority or low-income populations. Any potential adverse or disproportionate effects of service changes on minority or low-income passengers will be evaluated, monitored and mitigated with proposed alternative measures.

Major service changes, such as proposed Saturday Plus, can have significant impact on the community and public transit ridership systemwide. While developing this proposal, TARC made every effort to adjust routes' schedules to minimize and avoid potential disparate impact and disproportionate burden on the most vulnerable populations in the community. However, the impact of the reduced level of service on our ridership will be real and will be felt by all across our service area.

Under Federal Transit Administration requirements, and as part of the Title VI Program, TARC performed a detailed statistical and demographic analysis of service changes and TARC ridership. The purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, with a focus on 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.

We are presenting the proposed Saturday Plus service changes Title VI Equity Analysis to the Board of Directors for review, input, and approval at the June 7th 2024 Board Meeting.

Public Participation Process

In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and through the two open-house public meetings held on June 4th and 5th 2024. All public comments have been reviewed and public input considered before presenting to the Board for final consideration and approval.

The public has been solicited to comment through a news release widely distributed to the TARC website, media, local elected officials, and social media. TARC solicited comments through the ridetarc.org website, phone line, and social media outlets Twitter and Facebook. The public can provide comments to TARC at any time via phone, email, letters and social media. A Summary of the Public Comments is attached to this Memo.

Attached to this Memo is also a Summary of the Title VI Equity Analysis including detailed description of the proposed changes. In accordance with TARC's Major Service Change



Resolution 2024-22 Implementation of Saturday Plus Service Title VI Equity Analysis

WHEREAS, Transit Authority of River City (TARC) is implementing Saturday Plus service changes on June 30th 2024; and

WHEREAS, under the FTA requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed service changes for potential impact on the community, as well as minority and low-income populations; and

WHEREAS, the purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, minority and low-income populations; and

WHEREAS, Service Changes and the Title VI Analysis are prepared in conjunction with TARC's strategic and operating goals, TARC's financial resources, and TARC's adopted Service Change Policies; and

WHEREAS, these changes will help TARC address its future financial situation while balancing TARC's budget in the coming fiscal years; and

WHEREAS, these changes will also prepare TARC for the future short and long-term system restructuring (TARC 2025 Plan) and improvements in service performance and efficiencies; and

WHEREAS, TARC has a longstanding commitment to comply with 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

WHEREAS, TARC's goal is to avoid, eliminate or minimize any adverse impact of service changes that would be borne disproportionately by minority or low-income populations; and

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

WHEREAS, in accordance with TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and in person open house public meetings held in June; and

WHEREAS, the attached Summary of the Title VI Equity Analysis for the proposed changes is part of this Resolution; and



WHEREAS, the Title VI Analysis statistically does not indicate potential disparate impact or disproportionate burden of the proposed frequency reductions and route changes on TARC customers; and

WHEREAS, the three limited service local routes proposed for elimination are low performing service, with low ridership and high cost per rider; and

WHEREAS, the federal grant funding for these three routes expires in the first quarter of the next FY; and

WHEREAS, there is a low potential impact due to these routes' discontinuation; and

WHEREAS, any potential impact will be mitigated through other service options available in the area; and

WHEREAS, the TARC June 30th 2024 Service Changes Title VI Equity Analysis has been prepared and reviewed under the Federal Transit Administration requirements and guidelines, Circular FTA C 4702.1B; and

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

The TARC June 30th 2024 Service Changes Title VI Equity Analysis is hereby approved.

Adopted this 7th day of June 2024

A handwritten signature in black ink, appearing to read "Ted R. Smith", is written over a horizontal line.

Ted R. Smith, Chair Board of Directors



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Interim Executive Director

Date: June 7, 2024

Re: Resolution 2024 – 22 Implementation of Saturday Plus Service Changes
Title VI Equity Analysis

Transit Authority of River City (TARC) is proposing implementation of Saturday Plus service plan effective June 30th 2024. This service change is proposed out of necessity and in response to TARC's financial situation, as an attempt to balance TARC FY 2025 budget and reduce the impact of a potential fiscal cliff that many transit agencies are facing nationwide. In the long-term, this service adjustment will also prepare TARC for the upcoming TARC 2025 system restructuring plan and service efficiency improvements that could be implemented as soon as August 2025.

Saturday Plus systemwide service adjustments are in line with TARC's limited, declining financial resources, rising cost of service, ridership performance, and the proposed FY 2025 Budget.

Saturday Plus service reductions include primarily changes to routes' schedules and hours of service Monday to Friday, with one minor route modification (rt # 29). The three limited service, grant funded local routes are proposed for elimination. A summary of the proposed changes was presented to the TARC's Board of Directors Operations Committee at the April 10th 2024 meeting.

Under the Federal Transit Administration (FTA) requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed Saturday Plus service changes and any potential impact on TARC's fixed routes and paratransit customers.

The Saturday Plus proposal includes frequency reductions and schedule changes on 19 local routes: #2, #6, #12, #15, #17, #18, #19, #21, #25, #27, #29, #31, #40, #43, #52, #63, #71, #72 and #94. TARC's core service, high frequency routes #4, #10, #23 and # 28, operate every 15 minutes on weekdays and carry 45% of the TARC's total ridership. These routes will not be impacted with Saturday Plus changes and will continue operating their current regular schedules.

Routes proposed for discontinuation, #46, #73, and #74, have been analyzed for efficiency, performance, cost of service, and impact on ridership. These local routes have limited morning and afternoon trips, very low ridership and high cost per passenger boarding. The routes are funded by a federal Congestion Mitigation and Air Quality (CMAQ) grant provided through INDOT and KYTC for the three consecutive years of service. Funding for that service will be exhausted in first Quarter of FY 2025.



No changes are proposed to the TARC's fixed routes service area, and there will be no impact on TARC paratransit.

While balancing limited financial resources, managing the budget and level of service systemwide, TARC's primary goal is to avoid, eliminate, or minimize any adverse impacts the proposed service changes could have on TARC's ridership, especially any impact that would be borne disproportionately by minority or low-income populations. Any potential adverse or disproportionate effects of service changes on minority or low-income passengers will be evaluated, monitored and mitigated with proposed alternative measures.

Major service changes, such as proposed Saturday Plus, can have significant impact on the community and public transit ridership systemwide. While developing this proposal, TARC made every effort to adjust routes' schedules to minimize and avoid potential disparate impact and disproportionate burden on the most vulnerable populations in the community. However, the impact of the reduced level of service on our ridership will be real and will be felt by all across our service area.

Under Federal Transit Administration requirements, and as part of the Title VI Program, TARC performed a detailed statistical and demographic analysis of service changes and TARC ridership. The purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, with a focus on 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.

We are presenting the proposed Saturday Plus service changes Title VI Equity Analysis to the Board of Directors for review, input, and approval at the June 7th 2024 Board Meeting.

Public Participation Process

In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and through the two open-house public meetings held on June 4th and 5th 2024. All public comments have been reviewed and public input considered before presenting to the Board for final consideration and approval.

The public has been solicited to comment through a news release widely distributed to the TARC website, media, local elected officials, and social media. TARC solicited comments through the ridetarc.org website, phone line, and social media outlets Twitter and Facebook. The public can provide comments to TARC at any time via phone, email, letters and social media. A Summary of the Public Comments is attached to this Memo.

Attached to this Memo is also a Summary of the Title VI Equity Analysis including detailed description of the proposed changes. In accordance with TARC's Major Service Change



Policies, the Summary explains data used, methodology, and outcomes of the analysis.

Service Changes Analysis

Per TARC's adopted Service Change Policies, Saturday Plus proposed service does not constitute a major service change systemwide. However, we realize that the entire TARC ridership will be impacted with longer wait time at some stops, less transfer opportunities, and shorter hours of operations on some routes.

Changes proposed to single routes #15, #17, #25, #31, #40, #71, present major service change in their service areas. Based on the outcomes of the performed statistical analyses, these routes' service area demographics are within +/-10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden on minorities and low-income ridership in some pockets of their service area. The statistical analysis and data that could present potential impact of these changes are outlined in the attached Title VI Equity Analysis Summary.

Local routes' #46, #73 and #74 morning and evening trips proposed for elimination have low ridership and carry a very small percentage of TARC's weekday passengers (less than 0.5%).

TARC will continue monitoring ridership and routes' performance on a regular basis, and any potential impact on all TARC customers with focus on minority and low-income passengers. Potential concerns and impact related to proposed service changes will be reevaluated, and, if needed, adjusted with the next TARC's regular service adjustments in January 2025.

Attachments:

- Title VI Equity Analysis - Service Changes June 30 2024
- Public Comments Summary June 2024

The attached resolution seeks the TARC's Board of Directors approval of the Title VI Equity Analysis for the proposed June 30th Saturday Plus service changes. If you have any questions, please contact me at 502-561-5100.



Resolution 2024-22 Implementation of Saturday Plus Service Title VI Equity Analysis

WHEREAS, Transit Authority of River City (TARC) is implementing Saturday Plus service changes on June 30th 2024; and

WHEREAS, under the FTA requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed service changes for potential impact on the community, as well as minority and low-income populations; and

WHEREAS, the purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, minority and low-income populations; and

WHEREAS, Service Changes and the Title VI Analysis are prepared in conjunction with TARC's strategic and operating goals, TARC's financial resources, and TARC's adopted Service Change Policies; and

WHEREAS, these changes will help TARC address its future financial situation while balancing TARC's budget in the coming fiscal years; and

WHEREAS, these changes will also prepare TARC for the future short and long-term system restructuring (TARC 2025 Plan) and improvements in service performance and efficiencies; and

WHEREAS, TARC has a longstanding commitment to comply with 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

WHEREAS, TARC's goal is to avoid, eliminate or minimize any adverse impact of service changes that would be borne disproportionately by minority or low-income populations; and

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

WHEREAS, in accordance with TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and in person open house public meetings held in June; and

WHEREAS, the attached Summary of the Title VI Equity Analysis for the proposed changes is part of this Resolution; and



WHEREAS, the Title VI Analysis statistically does not indicate potential disparate impact or disproportionate burden of the proposed frequency reductions and route changes on TARC customers; and

WHEREAS, the three limited service local routes proposed for elimination are low performing service, with low ridership and high cost per rider; and

WHEREAS, the federal grant funding for these three routes expires in the first quarter of the next FY; and

WHEREAS, there is a low potential impact due to these routes' discontinuation; and

WHEREAS, any potential impact will be mitigated through other service options available in the area; and

WHEREAS, the TARC June 30th 2024 Service Changes Title VI Equity Analysis has been prepared and reviewed under the Federal Transit Administration requirements and guidelines, Circular FTA C 4702.1B; and

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

The TARC June 30th 2024 Service Changes Title VI Equity Analysis is hereby approved.

Adopted this 7th day of June 2024

A handwritten signature in black ink, appearing to read "Ted R. Smith", is written over a horizontal line.

Ted R. Smith, Chair Board of Directors



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: May 26, 2023

Re: Resolution 2023 – 08 Implementation of August Service Changes and Title VI Equity Analysis

Transit Authority of River City (TARC) is proposing route and service changes that will take effect on August 6, 2023. These changes are aligned with TARC's strategic and operating goals, financial resources, budget, cost of service, and ridership performance. A summary of the proposed changes was presented to the Board of Directors at the January 24, 2023 Board meeting. The service changes include discontinuation of inefficient, low performing express trips on Routes: 17X, 31X, 40X and elimination of Route 61X. These express trips and Route 61X have very low ridership and thus a high cost per passenger boarding. The proposal also includes realignment of duplicated service along the Dixie Highway corridor, new service along Manslick Road and St. Andrews Church Road, a service extension to the Valley Station area, and new passenger service from Downtown to the Westport Road area. There are also schedule changes on five local routes: #4, #6, #18, #72 and #74. In the long-term, this service adjustment will prepare TARC for future route restructuring as well as systemwide service efficiency improvements.

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 (pursuant to the Federal Transit Administration (FTA) Circular C 4702.1B). Thus, as part of TARC's route and service planning process, whether it is a new route or a reduction of service, a Service Equity Analysis is performed, which includes an opportunity for public comment on the proposed service modifications. TARC's goal is to avoid, eliminate, or minimize any adverse impacts of service changes that would be borne disproportionately by minority or low-income populations. Any potential adverse or disproportionate effects of service changes on minority or low-income passengers will be monitored and mitigated with proposed alternative measures. A summary of the public participation process and a summary of the service change analysis follows, with a full Service Equity Analysis and Public Input Summary attached herein.

Public Participation Process: In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed route changes through various channels of communication, including hosting three open-house, in-person public meetings and one virtual public meeting in March and April 2023.

The public has been solicited to comment through a news release widely distributed to the media, local elected officials, and social media. TARC also solicited comments through the ridetarc.org website, TARC information line, and social media outlets, such as Twitter and Facebook. In addition, the public could provide comments via phone, email, letters and social media. A Summary of the Public Comments is attached to this Memo. All public comments have been reviewed and public input considered before presenting to the Board for its final consideration and approval.



Attached to this Memorandum is the Service Equity Analysis and Title VI Analysis including detailed description of the proposed changes. In accordance with TARC's Major Service Change Policies, the Summary explains data used, methodology, and outcomes of the analysis for service changes.

Service Changes Analysis: Changes proposed to routes #4, #18, #74, and #61X present major service changes in the TARC system. Based on the outcomes of TARC's performed equity analyses, these changes do not present disproportionate burden or disparate impact on minorities and low-income ridership and the community.

For express trips discontinued with these changes, local routes are available to mitigate for minor impact created by loss of these express trips.

Data analysis and any potential impact, along with available mitigation options, for each change are outlined in the attached Title VI Equity Analysis Summary. Express trips proposed for elimination have low ridership and serve a very small percentage of TARC's weekday passengers.

TARC will continue monitoring ridership on a regular basis, and any potential impact on TARC customers, with particular focus on minority and low-income passengers. Any potential concerns related to proposed service changes will be mitigated if needed through other routes or schedule adjustments.

The attached resolution seeks approval from the Board of Directors for the Service Equity Analysis for the proposed August 2023 service changes.

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



RESOLUTION 2023-08 IMPLEMENTATION OF AUGUST 2023 SERVICE CHANGES

A Resolution authorizing TARC to implement service changes in accordance with Federal Transit Administration requirements and guidelines, Circular FTA C 4702.1B.

WHEREAS, as part of TARC's overall service planning and improvement process, TARC is implementing service changes on August 6th 2023; and

WHEREAS, TARC has a longstanding commitment to comply with 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

WHEREAS, under the Federal Transit Administration requirements and guidelines, FTA Circular C 4702.1B, TARC has developed a Service Equity Analysis evaluation process with a purpose of evaluating and determining ways to address any potential impact of service changes on minority and low-income TARC passengers; and

WHEREAS, in accordance with TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication which included three in-person open houses and one virtual public meeting held March and April; and

WHEREAS, TARC's goal with these regulations and policies is to avoid, eliminate or minimize any adverse impact of said service changes that would be borne disproportionately by minority or low-income populations and to mitigate with existing or proposed alternative measures any potential adverse or disproportionate effects of service changes on minority or low-income passengers; and

WHEREAS, statistically the Service Equity Analysis, included herein by reference, does not indicate potential disparate impact or disproportionate burden on TARC customers; and statistically the Title VI Analysis does not indicate potential disparate impact or disproportionate burden on TARC's minority or low-income passengers; and

WHEREAS, routes proposed for elimination are some of TARC's lowest performing service ones, with historically low ridership and high cost per rider; and

WHEREAS, any potential impact will be mitigated through other service options available in the areas affected; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:
The TARC August 2023 Service Changes Title VI Equity Analysis is hereby approved.

ADOPTED THIS 26th OF MAY 2023

Theodore Smith

Theodore Smith (May 26, 2023 16:38 EDT)

Chair Pro Tem of the Board of Directors



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 Civil Rights and Compliance, 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, 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**

Office of Civil Rights and Compliance 1000 W. Broadway Louisville, KY

40203 Email: info@ridetarc.org

Complaint forms can be obtained on TARC's website at 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 Derechos civiles y cumplimiento 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, 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:

**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).**

La información está disponible también en: www.ridetarc.org

**Office of Civil Rights and Compliance 1000 W. Broadway Louisville, KY
40203 Correo electrónico: info@ridetarc.org**

**Los formularios de reclamación se pueden obtener en el sitio web de TARC en:
www.ridetarc.org**

Appendix C
Title VI Complaint Form

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 Civil Rights and Compliance
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.

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>☐ Race/Color</td><td>☐ Sex (includes sexual harassment)</td><td>☐ Disabled Veteran</td></tr><tr><td>☐ National origin</td><td>☐ Sexual orientation</td><td>☐ Retaliation</td></tr><tr><td>☐ Creed / religion</td><td>☐ Age</td><td></td></tr></table>			☐ Race/Color	☐ Sex (includes sexual harassment)	☐ Disabled Veteran	☐ National origin	☐ Sexual orientation	☐ Retaliation	☐ Creed / religion	☐ Age	
☐ Race/Color	☐ Sex (includes sexual harassment)	☐ Disabled Veteran									
☐ National origin	☐ Sexual orientation	☐ Retaliation									
☐ Creed / religion	☐ Age										

☐ Disability

☐ Vietnam Era Veteran

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.

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

2021	Public Outreach	Form	Estimate
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

2022	Public Outreach	Form	Estimate
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	
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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	

2023	Public Outreach	Form	Estimate
8/2/2023	National Night Out	Families in W. Louisville	Coalition Building
8/3/2023	UofL DMD Orientation	College Students	Funder/Corp. Partner - New Ridership
8/18/2023	UofL Commuter & Transfer Initiatives Orientation	College Students	Funder/Corp. Partner
8/22/2023	The New Cool, serving Individuals with disabilities	Ind. With Disabilities	New Ridership
8/25/2023	The "Nines" Bats Baseball Game	Families in W. Louisville	Retaining Current Ridership
8/26/2023	California Neighborhood Reunion	Families in W. Louisville	Retaining Current Ridership
8/30/2023	Will E. Seay Plaza senior residents	Seniors in MHA	New Ridership
9/4/2023	Hike, Bike & Paddle	Public	Funder/Corp. Partner
9/10/2023	CycLouvia - 3 Points	Environmentalists / Gen Pub	Community & Govt. Champion
9/12/2023	JCTC Downtown Fall Student Resource Fair	College Students	Funder/Corp. Partner - New Ridership
9/14/2023	PARC -Bourbon & Beyond	Public	Coalition Building
9/19/2023	JCTC Southwest Fall Student Resource Fair	College Students	Funder/Corp. Partner - New Ridership
9/20/2023	UPS - TARC Rider Live Survey	Corporate Member employee riders	Retaining Current Ridership
9/21/2023	PARC - Louder than Life	Public	Coalition Building
9/26/2023	Greater Louisville Inc. DBE Procurement Fair	GLI Members	Coalition Building
10/6/2023	St. James Court Art Show	Public	Community & Govt. Champion
10/10/2023	Metro Govt. DBE Procurement Fair	Public	Coalition Building

10/14/2023	LIBA Block Party @ the NIA Center	Families in W. Louisville	Coalition Building
10/14/2023	JCPS Showcase of Schools	Students	Coalition Building
10/15/2023	White Cane Safety Day	Individuals with disabilities	Retaining Current Ridership
10/22/2023	Sista Strut Cancer Awareness Walk	Public	Other
10/22/2023	CycLOUvia Highlands	Public	New Ridership
10/28/2023	Louisville Earth Walk	Public	Community & Govt. Champion
11/13/2023	Metro Council District 12	Public	New Ridership
11/14/2023	Downtown Partnership		Coalition Building
11/16/2023	Louisville Tourism Rose Awards	Public	Coalition Building
12/2/2023	Light Up Louisville Christmas Parade	Public	Political Allies
2024	Public Outreach	Form	Estimate
2/22/2024	Home School Corp. (PBJ)	Children	New Ridership
1/15/2024	MLK Parade	Public	Coalition Building
1/17/24 - 1/19/24	Kentuckians for Better Transportation	Public	Other
3/6/2024	Americana International Women's Day	Public	Coalition Building
3/9/2024	St. Pat's Parade	Refugees/English as s second language	Other
3/21/2024	Meto Housing		
3/23/2024	NULU Bock Fest		
3/25/2024	United Way Youth Fair		
3/30/2024	Metro Health Fair		
3/30/2024	Pegasus Touring Parade	Refugees/English as second language	Coalition Building

4/6/2024	Build Blocks		
4/13/2024	Trees Louisville	Public	Coalition Building
4/13/2024	Audubon Park Fest		
4/21/2024	Zoo Earth Day		
4/27/2024	Adelante Resource Fair		
4/27/2024	Cherokee Art Fair	Public	New Ridership
4/28/2024	Cherokee Art Fair		
4/28/2024	Pegasus Parade	Public	Coalition Building
2024-05-08	District 12	Supporting Metro Council Member meeting	
2024-05-11	On-Demand J-town	Table at market	
2024-12-14	New Direction Housing		
2024-05-18	Old Louisville Springfest	Three shifts needed 10-1pm 1pm-4pm 4pm-7pm	
2024-05-19	WEST BEST FEST	Two Shifts needed 2-3:30pm and 3:30-5:00pm	
2024-05-22	Liberty High Travel Training	Travel training for students	
2024-05-31	Shakespeare Romeo & Juliet	Tabling at Performance	
2024-06-01	Americana GlobalOU	Tabling at Fair	
2024-06-04	Ahrens Academy Union Station Tour	Tour and bus wash	
2024-06-09	CycLOUvia	Tabling at Fair	
2024-06-12	Dixie Koger	Info table	
2024-06-13	Iroquois Kroger	info table	
2024-06-13	Atkinson Academy Training	Travel training for students	
2024-06-15	Juneteenth Festival	Tabling at Fair	
2024-06-20	PEAK Community Union Station Tour	Tour and bus wash	
2024-06-21	Shakespeare Comedy of Errors	Tabling at Performance	
2024-06-27	Please & Thank You	Riders Club meet up	
2024-06-29	Butcher Block Park	Tabling at Fair	

2024-06-25	Crowne Plaza Health Fair	Info table
2024-06-26	Galt House Health Fair	Info table
2024-07-04	Crescent Hill 4th of July	table at fair
2024-07-05	Shakespeare The Tempest	Tabling at Performance
2024-07-08	Metro Council District 3	Supporting Metro Council Member meeting
2024-07-13	Nulu Fest	Tabling at Fair
2024-07-27	Unity Jam	Tabling at Fair
2024-07-27	Frazier Festival	Tabling at Fair
2024-10-08	Ahrens Tour Union Station	Students tour Union Station
2024-10-18	Shelby Park Pumpkin Patch	Tabling at Fair
2024-10-20	CycLOUvia	Tabling at Fair
2024-10-21	Senior Citizen Union Station Tour	Seniors from Chapel and Friendship House
2024-11-02	JCPS Showcase of Schools	Tabling at Fair
2024-11-03	Olmsted Hayride on the Hill	Tabling at Fair
2024-11-13	JCPS PACT Union Station Tour	Union Station Tour
2024-11-13	District 12	Supporting Metro Council Member meeting
2024-11-16	Build Our Blocks	Tabling at Fair
2024-12-07	Light Up Louisville	Parade and tabling
2024-12-14	Christmas in California	Tabling
Date	Name	Category
2025-03-06	Ahrens Work Transition Program	Disability
2025-03-06	Downtown Partnership Small Business	Business
2025-03-06	Riders Club: Pizza Party	TARC
2025-03-07	Mattingly Edge	Disability
2025-03-09	St. Rafael Green Giants	Religious
2025-03-10	Catholic Charities Directors	Social Services
2025-03-10	Catholic Charities Leadership	Social Services

2025-03-10	Catholic Charities Staff	Social Services
2025-03-10	Union Station Lobby 1	TARC
2025-03-11	Goodwill Partner Day	Social Services
2025-03-11	IU-Southeast SGA	Education
2025-03-11	Union Station Lobby 2	TARC
2025-03-12	Center for Accessible Living	Disability
2025-03-12	LMHA Liberty Green Resource Fair	Social Services
2025-03-12	Union Station Lobby 3	TARC
2025-03-13	California Neighborhood 1	Neighborhood
2025-03-13	Zoom office hours	Zoom
2025-03-13	Zoom office hours	Zoom
2025-03-13	Union Station Lobby 4	TARC
2025-03-14	Christ Temple Christian Life Center	Religious
2025-03-14	Union Station Lobby 5	TARC
2025-03-17	Original Highlands Neighborhood	Neighborhood
2025-03-17	Global Louisville Leadership	Community
2025-03-18	Downtown Partnership Property Managers	Business
2025-03-18	Riders Club: Please & Thank You Coffee	TARC
2025-03-18	Shawnee Neighborhood	Neighborhood
2025-03-19	Shelby Park	Neighborhood
2025-03-20	Jefferson County League of Cities	Local Government
2025-03-20	Kroger Highlands	Festival/Public Gathering
2025-03-20	Metro United Way Meeting	Social Services
2025-03-20	Zoom office hours	Zoom
2025-03-20	Zoom office hours	Zoom
2025-03-22	Bock Fest	Festival/Public Gathering
2025-03-23	Blind Federation Egg Hunt	Disability
2025-03-24	UofL Student Center	Education
2025-03-24	Streets for People	Advocacy Org

2025-03-25	Goodwill Partner Day	Social Services
2025-03-25	Old Louisville Neighborhood Council	Neighborhood
2025-03-26	Highland Commerce Guild	Business
2025-03-26	Metro Council District 1 Community Meeting	Metro Council
2025-03-26	UofL Sustainability Council	Advocacy Org
2025-03-26	DSA Louisville	Advocacy Org
2025-03-26	Metro Council District 9	Metro Council
2025-03-27	Kroger Auburndale	Festival/Public Gathering
2025-03-27	Tyler Park	Neighborhood
2025-03-27	Zoom office hours	Zoom
2025-03-27	Zoom office hours	Zoom
2025-03-27	KIPDA Transportation Policy Committee	Local Government
2025-03-27	LRAA staff managers	Business
2025-03-29	Earth Fest 2025	Festival/Public Gathering
2025-03-29	Sickle Cell Warriors Event	Festival/Public Gathering
2025-04-01	Bellarmino University	Education
2025-04-01	Portland NOW!	Neighborhood
2025-04-01	Riders Club: Please & Thank You Coffee	TARC
2025-04-01	UofL Student Center	Education
2025-04-02	Highland Douglas Neighborhood	Neighborhood
2025-04-02	Louisville Tourism Bureau staff	Festival/Public Gathering
2025-04-03	Bellarmino University	Education
2025-04-03	Clarksville, Ind. Public Input Session	TARC
2025-04-03	Coalition for the Homeless	Social Services
2025-04-03	Kroger Dixie Hwy	Festival/Public Gathering
2025-04-03	Zoom office hours	Zoom
2025-04-03	Zoom office hours	Zoom
2025-04-07	City of Briarwood	Local Government
2025-04-07	Commission on Persons with Disabilities	Disability

2025-04-08	Bonnycastle Neighborhood	Neighborhood
2025-04-08	City of Lynnview	Local Government
2025-04-08	Deer Park Neighborhood	Neighborhood
2025-04-08	Goodwill Partner Day	Social Services
2025-04-08	South Central Community Forum (D13, 22, 23 and 24)	Metro Council
2025-04-08	Metro Council District 3	Metro Council
2025-04-09	Meriwether Fort Hill Neighborhood	Neighborhood
2025-04-09	Metro Council District 10 & 8	Metro Council
2025-04-09	Goodwill Senior Expo	Social Services
2025-04-09	One Southern Indiana Nonprofit Roundtable	Business
2025-04-10	Assoc. Community Ministries	Religious
2025-04-10	Eastern Area Community Ministries	Religious
2025-04-10	Kroger Bashford Manor	Festival/Public Gathering
2025-04-10	New Albany Public Input Session	Neighborhood
2025-04-10	Zoom office hours	Zoom
2025-04-10	Zoom office hours	Zoom
2025-04-10	Metro Council District 5	Metro Council
2025-04-10	City of Middletown	Local Government
2025-04-10	GLI Transportation Committee	Business
2025-04-11	UPS	Business
2025-04-11	National Federation of the Blind Kentucky	Disability
2025-04-12	Relay for Inclusion	Disability
2025-04-14	Rauch, Inc.	Disability
2025-04-14	UofL Student Center	Education
2025-04-14	Metro Council District 10 & 2	Metro Council
2025-04-14	Metro Council District 6	Metro Council
2025-04-14	Derby our Way	Metro Council
2025-04-15	Bellarmine University	Education
2025-04-15	Louisville Sierra Cub	Advocacy Org

2025-04-15	Southwest Louisville Rotary Club	Community
2025-04-15	McDowell Center	Disability
2025-04-15	Downtown Hotel Managers	Business
2025-04-15	City of Jeffersontown	Local Government
2025-04-15	DSA Get on Bus	Advocacy Org
2025-04-16	Jeffersonville, Ind. Public Input Session	TARC
2025-04-16	Volunteers of America	Zoom
2025-04-16	UofL Urban & Public Affairs	Education
2025-04-16	Metro Council District 4	Metro Council
2025-04-16	Green Drinks	Advocacy Org
2025-04-16	Bates CDC Senior Experience	Social Services
2025-04-17	Kroger Goss	Festival/Public Gathering
2025-04-17	Transition Fair JCPS	Disability
2025-04-17	Zoom office hours	Zoom
2025-04-17	Zoom office hours	Zoom
2025-04-17	Airport Hotel Managers	Business
2025-04-17	Tourism Attraction Network	Business
2025-04-17	California Square Seniors	Community
2025-04-17	Lourdes Hall Bingo	Community
2025-04-17	YES Youth Empowered Self Advocates	Disability
2025-04-18	Frazier Rehabilitation Institute	Disability
2025-04-21	W.E. Seay Plaza	Neighborhood
2025-04-21	Germantown-Paristown Neighborhood	Neighborhood
2025-04-21	Shively City Council	Local Government
2025-04-21	Cherokee Triangle Neighborhood	Neighborhood
2025-04-22	Clifton Heights Community Council	Neighborhood
2025-04-22	Goodwill Partner Day	Social Services
2025-04-22	TARC Open House #1	TARC

2025-04-22	The Council on Development Disabilities	Disability
2025-04-22	City of St. Matthews	Local Government
2025-04-23	CNU Regional Chapter	Professional Development
2025-04-23	TARC Open House #2	TARC
2025-04-23	Frazier Rehabilitation Institute	Disability
2025-04-24	Jeffersontown Chamber of Commerce	Business
2025-04-24	Sheppard Square	Neighborhood
2025-04-24	Zoom office hours	Zoom
2025-04-24	Zoom office hours (copy)	Zoom
2025-04-24	TARC Open House #3	TARC
2025-04-24	Louisville Urban League	Community
2025-04-24	DeSales High School	Community
2025-04-25	Metro United Way	Social Services
2025-04-25	HSC Health Equity	Advocacy Org
2025-04-26	Cherokee Triangle Art Fair	Festival/Public Gathering
2025-04-26	St. Stephen Baptist Church	Religious
2025-04-27	Cherokee Triangle Art Fair	Festival/Public Gathering
2025-04-26	Metro Disability Coalition meeting	Disability
2025-04-28	Schnitzelburg	Neighborhood
2025-04-28	Metro Council District 19	Metro Council
2025-04-29	Goodwill Mobility Summit	Social Services
2025-04-29	Metro Council 7, 17 & 18	Metro Council
2025-04-29	Metropolitan Housing	Advocacy Org
2025-04-30	Metro Council District 21	Metro Council
2025-04-30	UofL Urban Design Studio	Education
2025-04-30	Metro Council District 16	Metro Council
2025-04-30	Blanton House Senior Living	Community

2025-03-21	TAAC Meeting	Disability
2025-04-17	Jeffersonville Economic Development Briefing	Local Government
2025-03-19	S Roy Wilkins @ W Muhammad Ali	Professional Development
2025-03-20	Dixie @ Dixie Manor	Professional Development
2025-03-20	Dixie @ Hill Street	Professional Development
2025-03-20	Market @ S 6th	Professional Development
2025-03-24	W Broadway @ Cecil	Professional Development
2025-03-26	S Preston @ Broadway	Professional Development
2025-03-26	W Jefferson @ S 6th	Professional Development
2025-03-27	3rd @ Central Station Blvd	Professional Development
2025-03-27	Eastern Parkway @ Preston	Professional Development
2025-03-31	4th @ Broadway	Professional Development
2025-04-05	Bardstown @ Goldsmith farside	Professional Development
2025-04-06	Walmart Outer Loop	Professional Development
2025-04-07	4th @ Broadway	Professional Development
2025-04-07	Dixie @ Upper Hunters Trace	Professional Development
2025-04-09	W Jefferson @ S 6th	Professional Development
2025-04-10	Eastern Parkway @ Preston	Professional Development
2025-04-11	Bardstown @ Grinstead	Professional Development
2025-04-14	W Broadway @ Cecil	Professional Development
2025-04-15	W Broadway @ S 35th	Professional Development
2025-04-16	S Preston @ Broadway	Professional Development
2025-04-17	3rd @ Central Station Blvd	Professional Development
2025-04-19	Dixie @ W Broadway	Professional Development
2025-03-06	Board Room	Professional Development
2025-03-10	29th Street	Professional Development
2025-03-11	Transportation Lounge 1	Professional Development
2025-03-13	Transportation Lounge 2	Professional Development
2025-03-25	Transportation Lounge 3	Professional Development
2025-04-02	Transportation Lounge 4	Professional Development

2025-04-02	Maintenance Talks (Transportation Lounge) #1	Professional Development
2025-04-02	Maintenance Talks (Transportation Lounge) #2	Professional Development
2025-04-15	Transportation Lounge 5	Professional Development
2025-04-29	Transportation Lounge 6	Professional Development
2025-05-13	West Goodwill Partner Day	
2025-05-16	Metro Bike to Work Day	
2025-05-17	Old Louisville Spring Fest.	
2025-05-21	Hartstem Elementary International Fair	
2025-06-06	Galilee Community	
2025-06-09	Atkinson Academy	
2025-06-12	Rauch Inc.	
2025-06-13	L&N Resource Fair	
2025-06-17	Juneteenth (Seniors)	
2025-06-19	Juneteenth	
2025-06-21	Kentuckiana Pride Festival	
2025-07-04	Crescent Hill 4th of July	
2025-07-12	Norton Unity Jam	
2025-07-19	July 19: Nulu Summer Fest	
2025-08-02	Berrytown Festival	
2025-08-29	Aug 29 -Sept 1 World Fest	
2025-09-06	Sept 6: Pride Fest	
2025-09-06	Sept 6: Touch-a-Truck Science Center.	
2025-09-11	Sept 11-14 Bourbon & Beyond	
2025-09-18	Sept 18-21: Louder than Life	
2025-09-20	Kids Center Walk	
2025-09-23	Southwest Town Hall	
2025-09-27	NuLu Fest	
2025-09-24	District 1	
2025-09-24	District 1	

2025-10-03	Oct 3-5 St. James Arrt
2025-10-02	Townhall Councilwoman Purvis
2025-10-12	CycLOUvia
2025-10-16	City of Lyndon City Hall
2025-10-18	Highland Fall Fest
2025-10-18	Metro Disability Coalition
2025-10-26	Olmsted Hayride
2025-10-17	Shelby Park Beer Garden
2025-10-25	JCPS Showcase of School
2025-10-09	Motor Bus Society
2025-10-08	Adulting 101 UofL
2025-10-29	St. Matthews School
2025-10-23	Chance School HUSKY Tour
2025-10-22	Will E. Seay
2025-10-28	Beecher Terrace Block Party
2025-10-28	Stakeholder Advisory Committee Meeting
2025-10-24	LDP Silent Disco
2025-11-24	Cochrane Elementary
2025-11-04	Friendship House
2025-11-20	TARCSGiving
2025-11-15	District 15 B.O. B
2025-11-11	TAAC Meeting
2025-11-14	LVA Open Studio
2025-11-16	WDOR Traffic Victims

Appendix E

TARC Media List

Media Outlet	Media Type
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

In addition to the above referenced list, TARC regularly reaches out to local Government Officials, as well as Jefferson County Public Schools (JCPS) via their proper communication channels.

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；可持续发展和公平问题，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 moderado
- ☐ Tendrá un logro poco significativo
- ☐ 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.

También puede enviarnos sus comentarios por correo electrónico a 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。

亦可发送邮件至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.

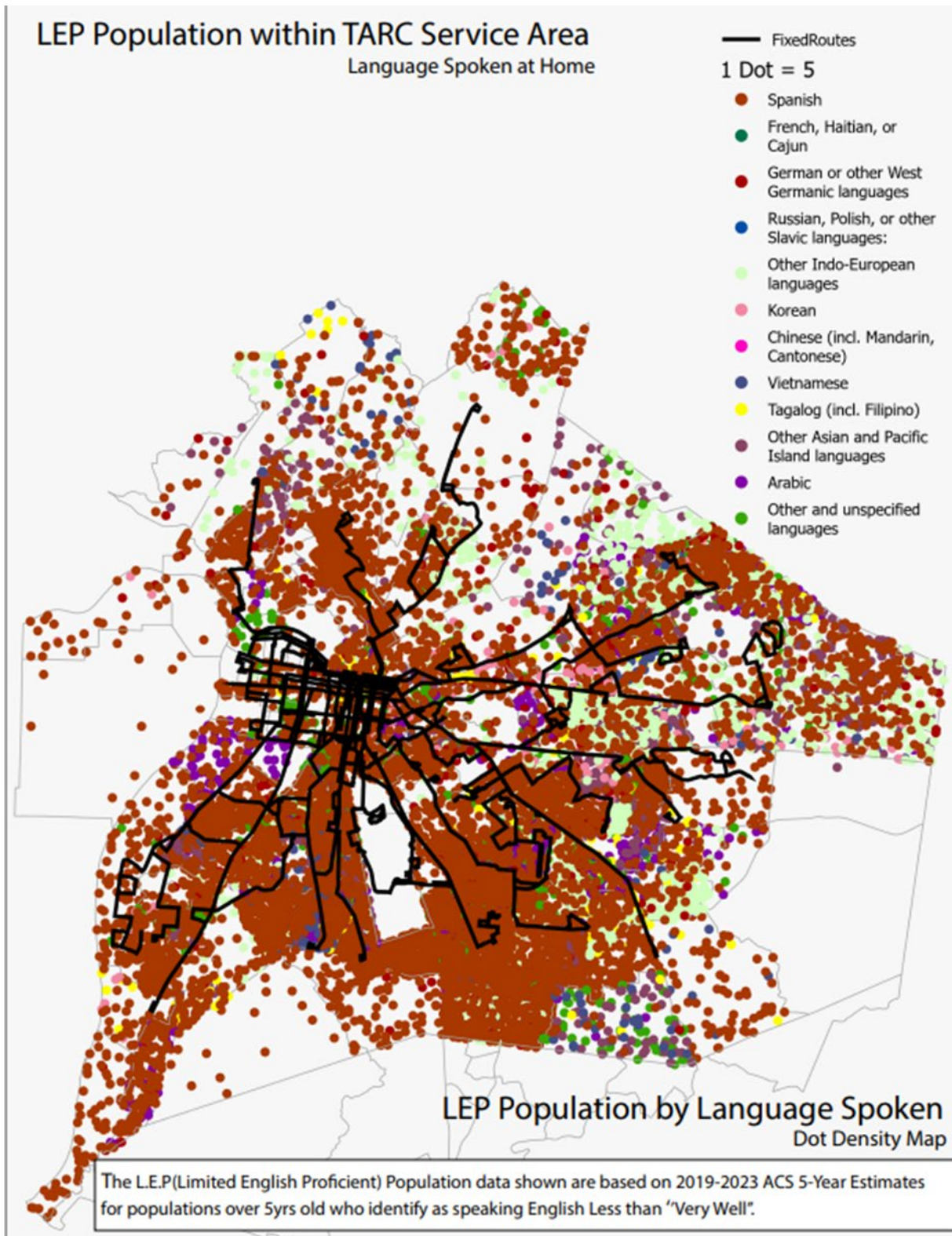
Vous pouvez également soumettre vos commentaires par courriel à publiccomment@ridetarc.org or appelez au **502-585-1234** et dites au représentant du service à la clientèle que vous souhaitez participer au plan à long terme TARC Tomorrow.

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



Appendix G

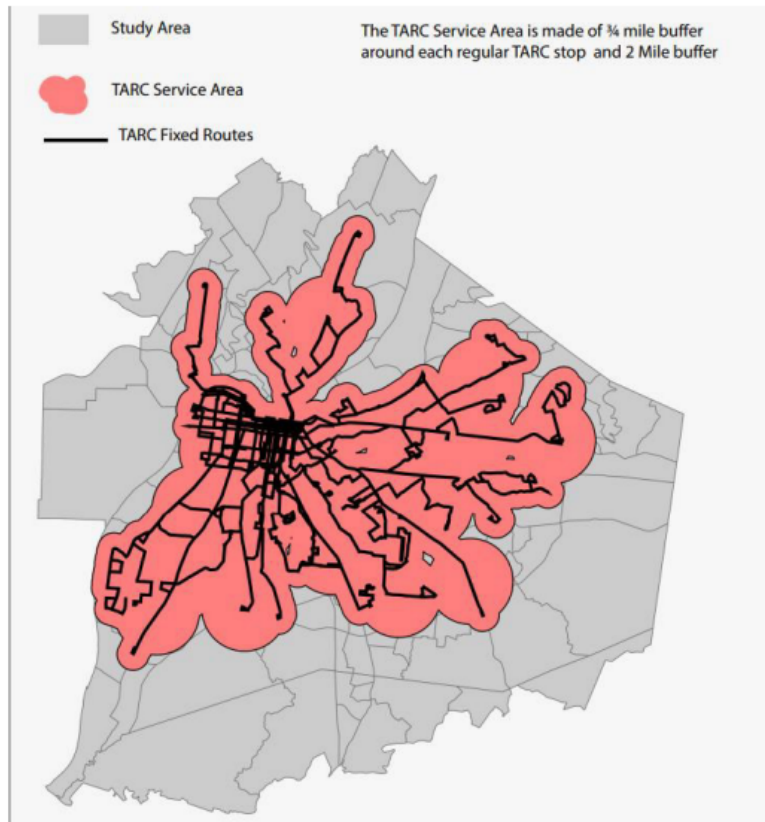
LEP Population within TARC Service Area



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*, 2019-2023 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.

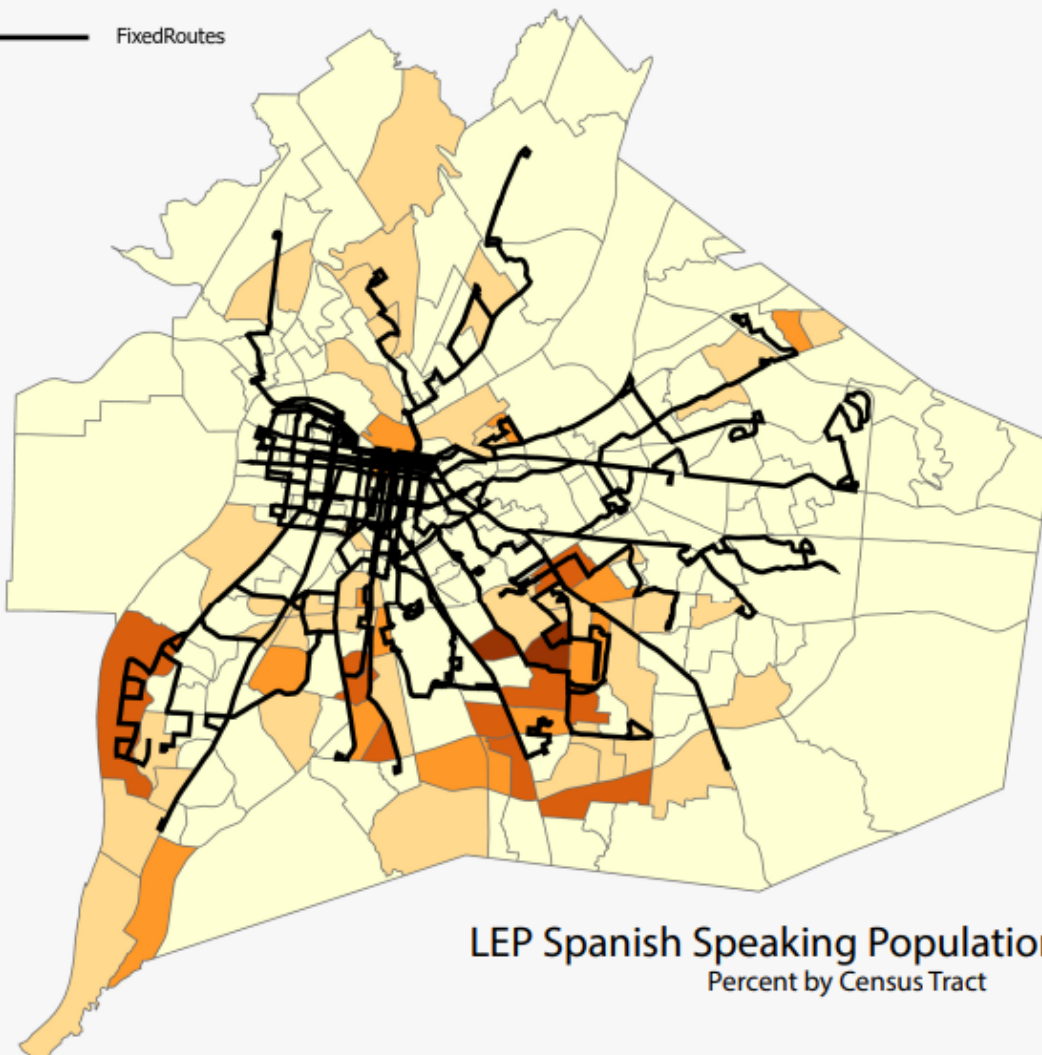
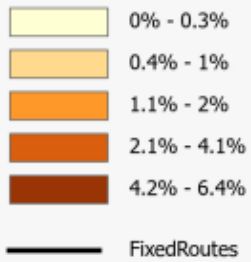
Study Area Total Population = 952,704



Language spoken within the study Area		
Language Spoken at Home	Speakers	Percent of Total Population
English	854,320	89.67%
Spanish	51,300	5.38%
French, Haitian, or Cajun	4,922	0.52%
German or other West Germanic languages	2,289	0.24%
Russian, Polish, or other Slavic languages:	3,914	0.41%
Other Indo-European languages	8,766	0.92%
Korean	1,303	0.14%
Chinese (incl. Mandarin, Cantonese)	2,067	0.22%
Vietnamese	2,418	0.25%
Tagalog (incl. Filipino)	1,879	0.20%
Other Asian and Pacific Island languages	6,388	0.67%
Arabic	4,860	0.51%
Other and unspecified languages	8,278	0.87%

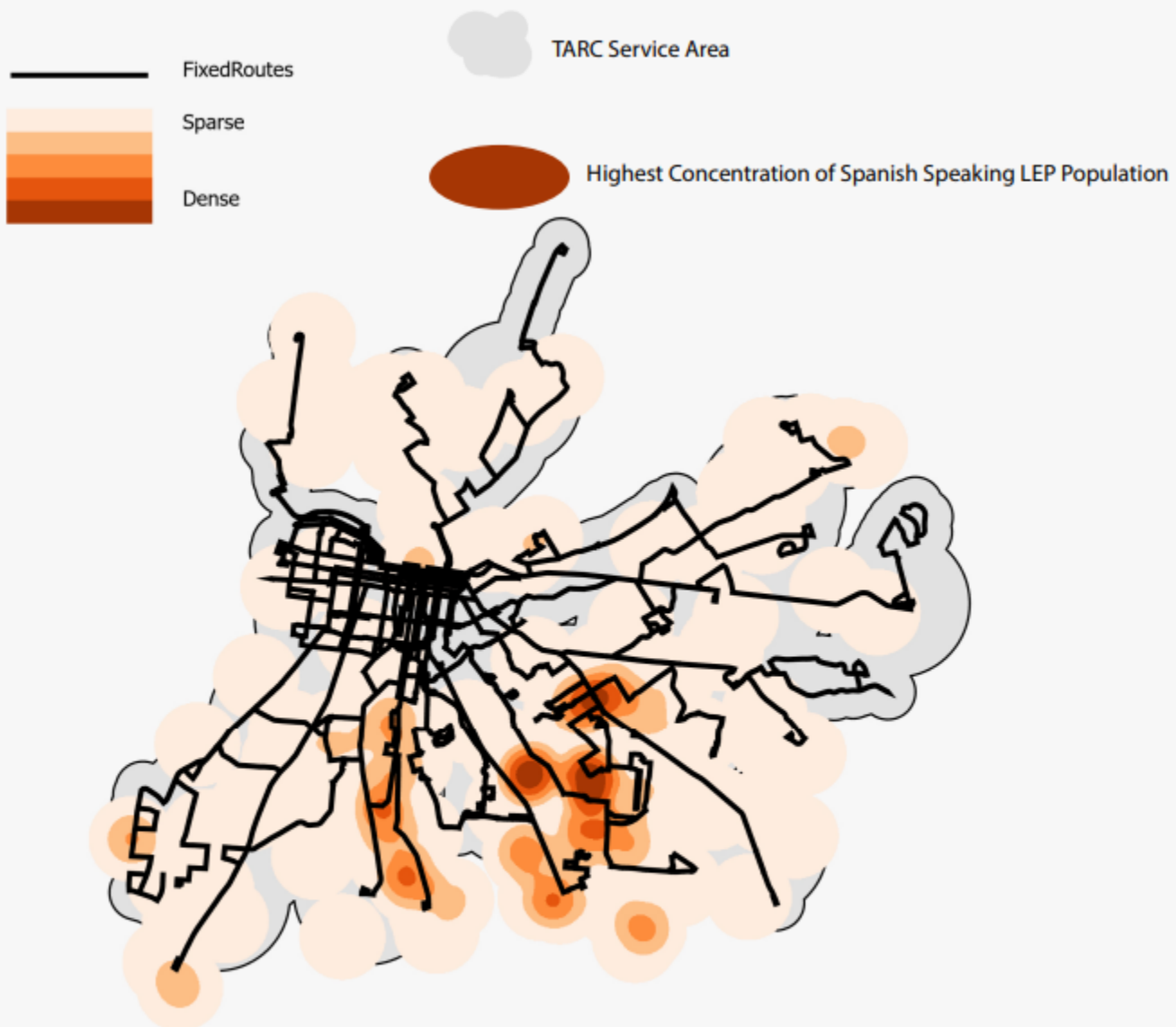
LEP Population within the study Area		
Language Spoken at Home	Speakers	Percent of Total Population
Spanish	7,421	0.78%
French, Haitian, or Cajun	852	0.09%
German or other West Germanic languages	34	0.00%
Russian, Polish, or other Slavic languages:	396	0.04%
Other Indo-European languages	727	0.08%
Korean	170	0.02%
Chinese (incl. Mandarin, Cantonese)	142	0.01%
Vietnamese	286	0.03%
Tagalog (incl. Filipino)	116	0.01%
Other Asian and Pacific Island languages	584	0.06%
Arabic	568	0.06%
Other and unspecified languages	1,152	0.12%

Percent of Population that Identifies as LEP & Spanish Speaking



LEP Spanish Speaking Population
Percent by Census Tract

The L.E.P.(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".

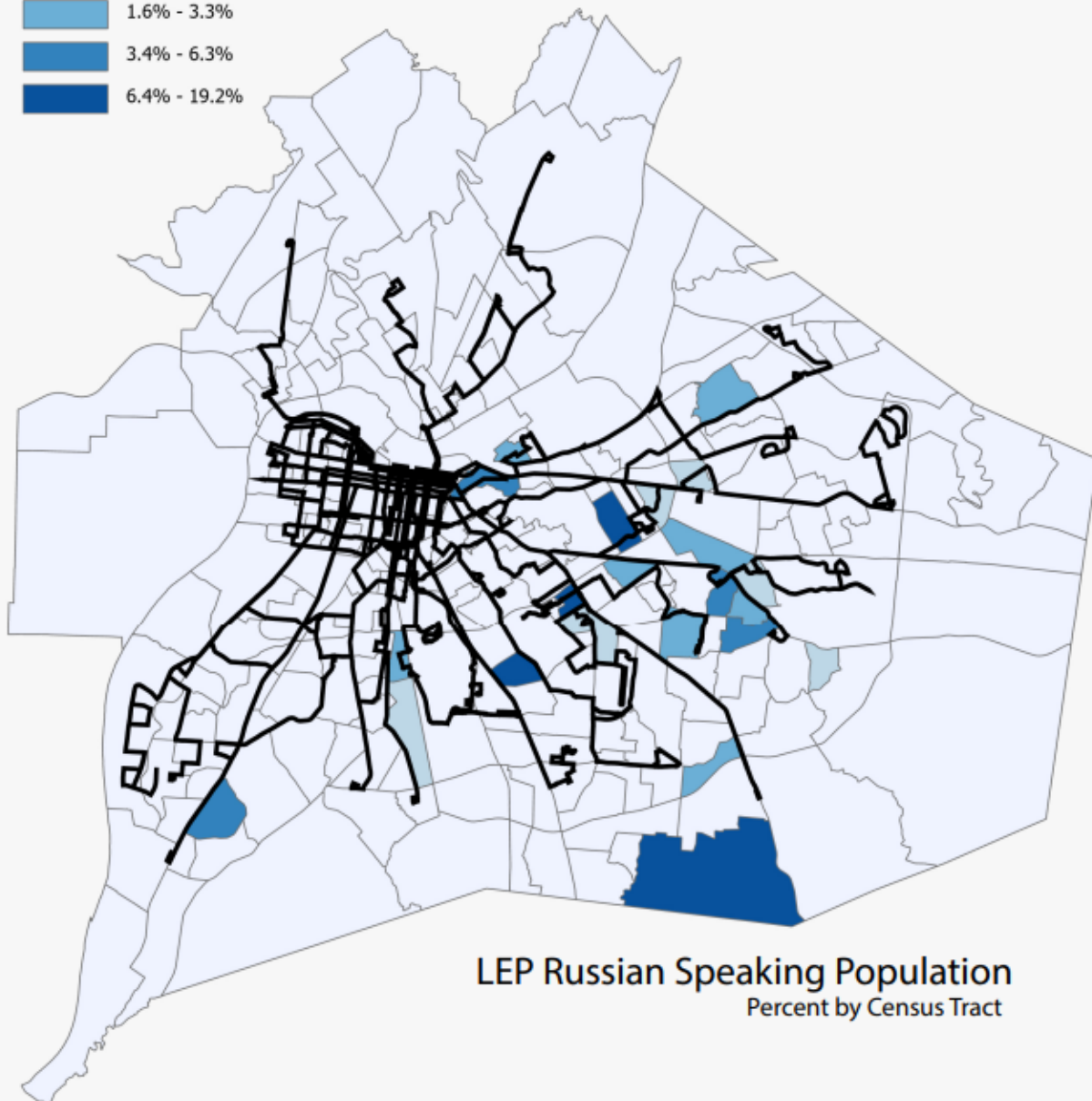
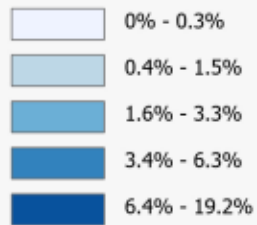


LEP Spanish Speaking Population Concentration throughout Service Area

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".

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

FixedRoutes



LEP Russian Speaking Population
Percent by Census Tract

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".

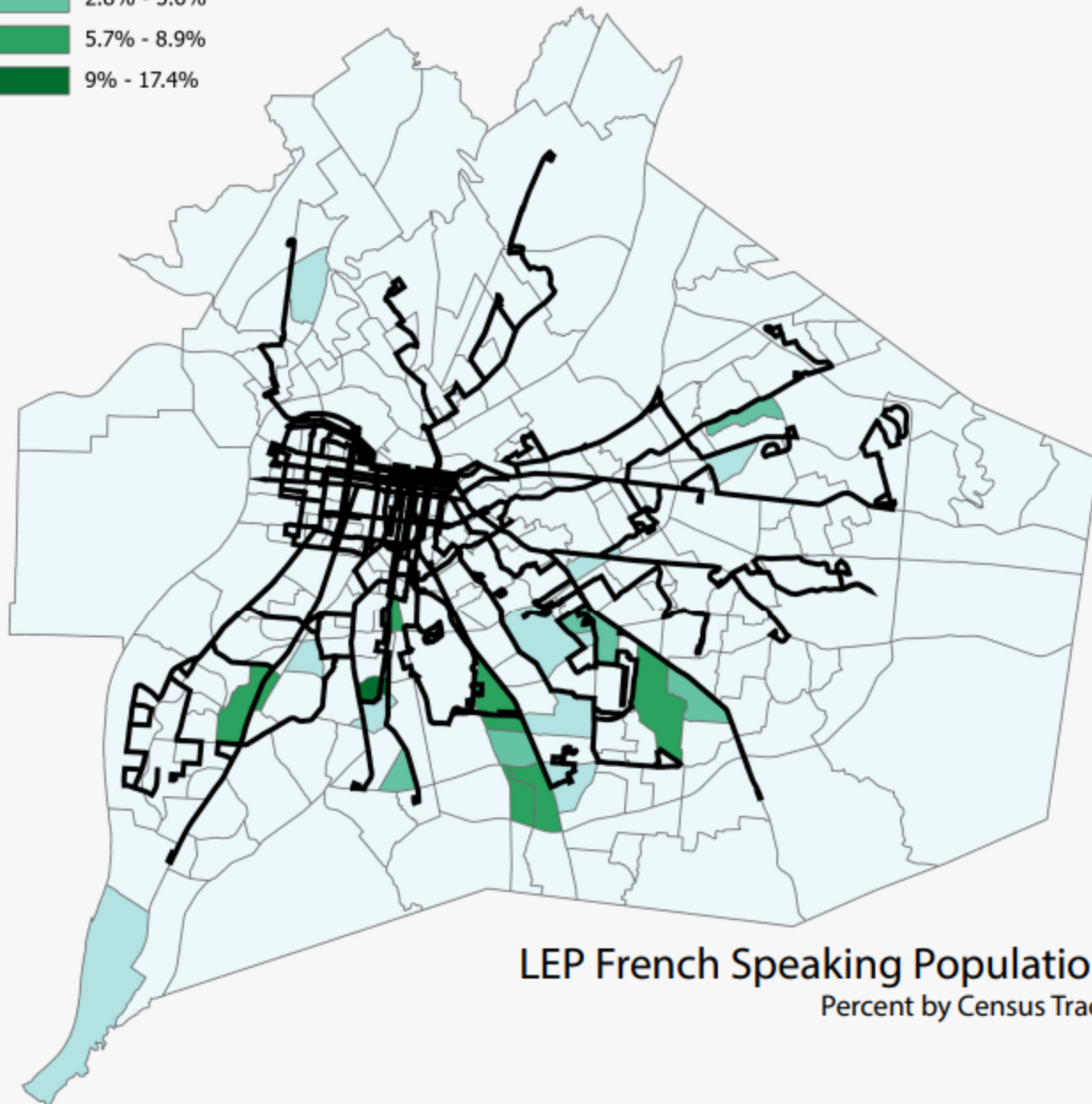
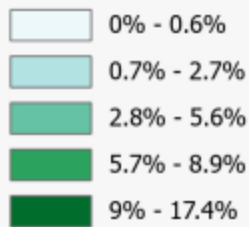


LEP Russian Speaking Population Concentration throughout Service Area

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well". The mapped L.E.P Russian Speaking Population refers to Russia, and other Slavic languages.

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

FixedRoutes



LEP French Speaking Population
Percent by Census Tract

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well". The mapped L.E.P French Speaking Population refers to French, Haitian or Cajun languages.

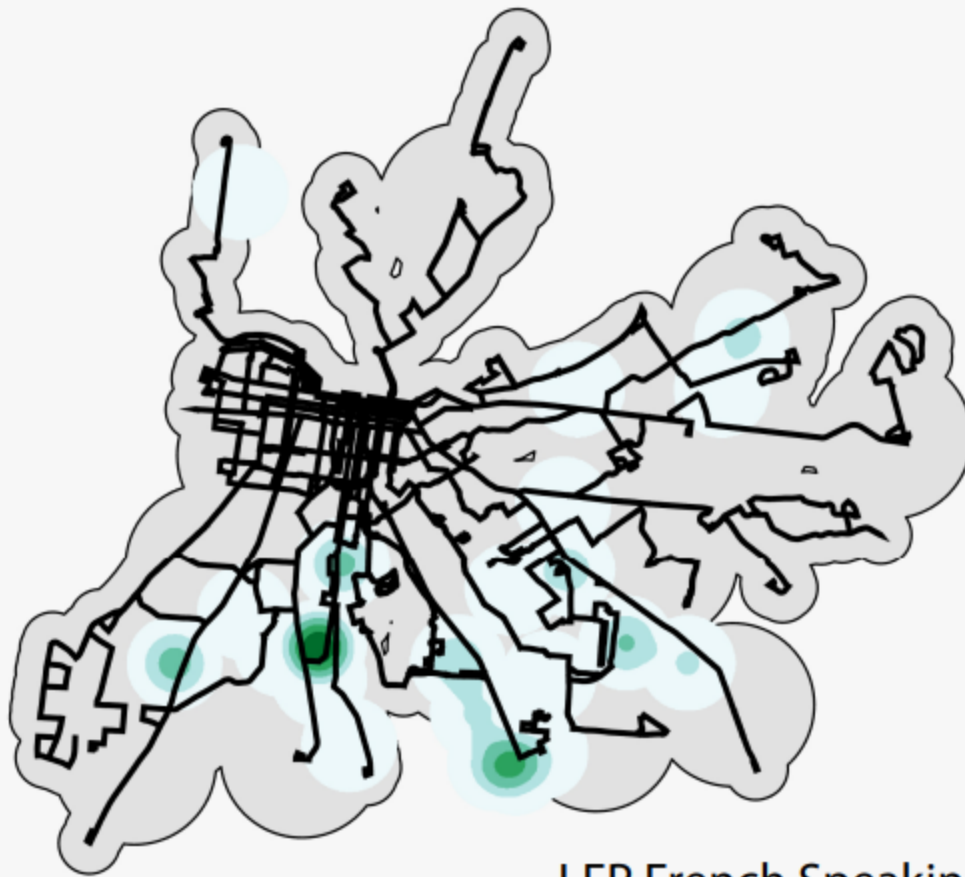
FixedRoutes

TARC Service Area

Sparse

Dense

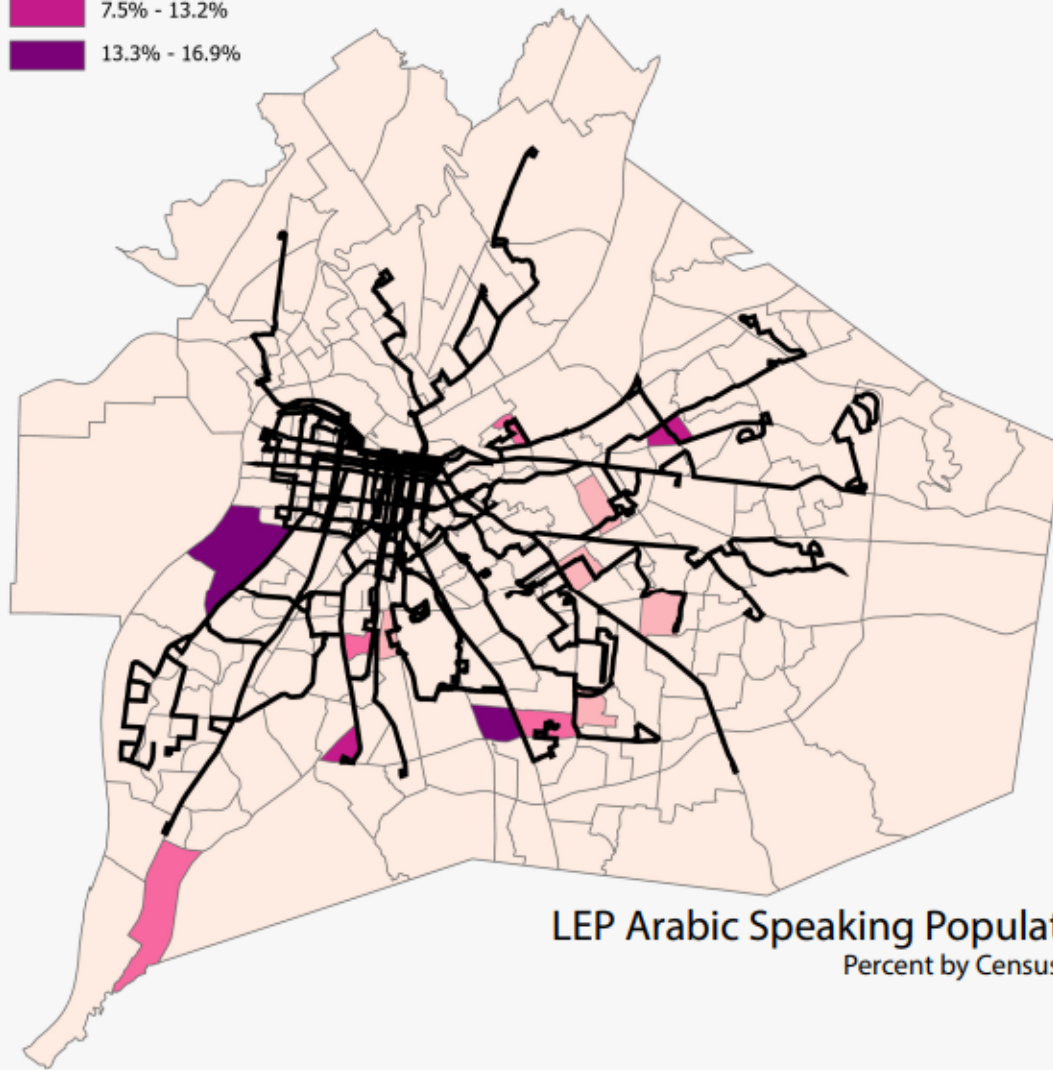
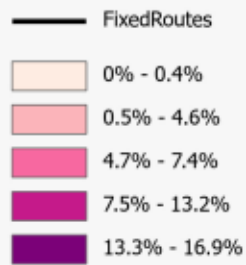
Highest Concentration of French Speaking LEP Population



LEP French Speaking Population Concentration throughout Service Area

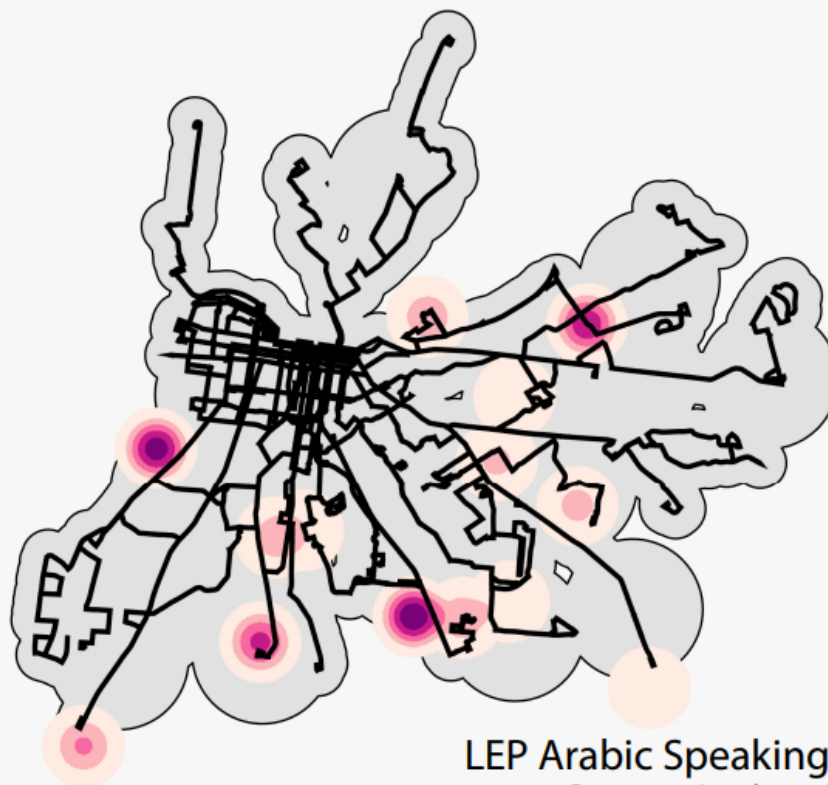
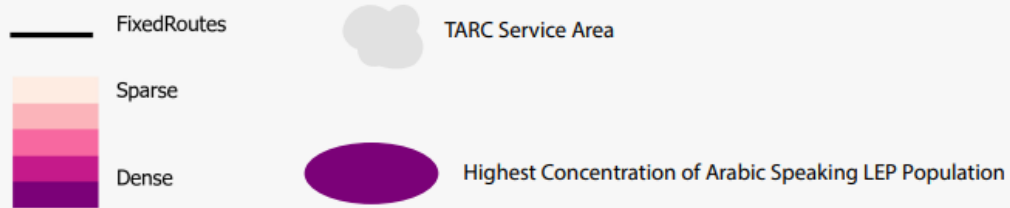
The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well". The mapped L.E.P French Speaking Population refers to French, Haitian or Cajun languages.

Percent of Population that Identifies as LEP & Arabic Speaking



LEP Arabic Speaking Population
Percent by Census Tract

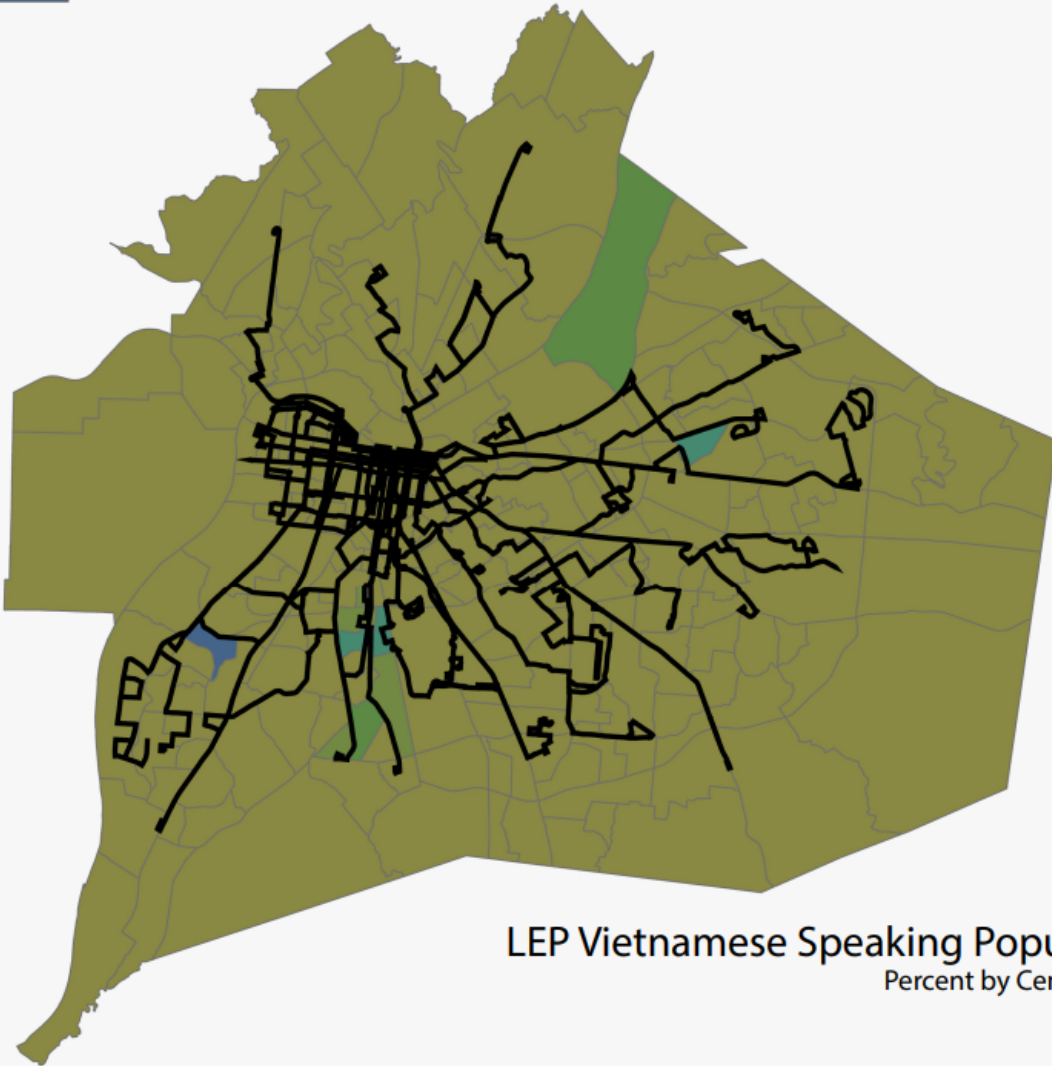
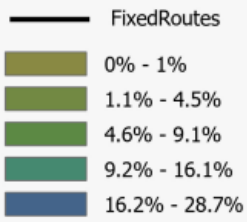
The L.E.P.(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".



LEP Arabic Speaking Population
Concentration throughout Service Area

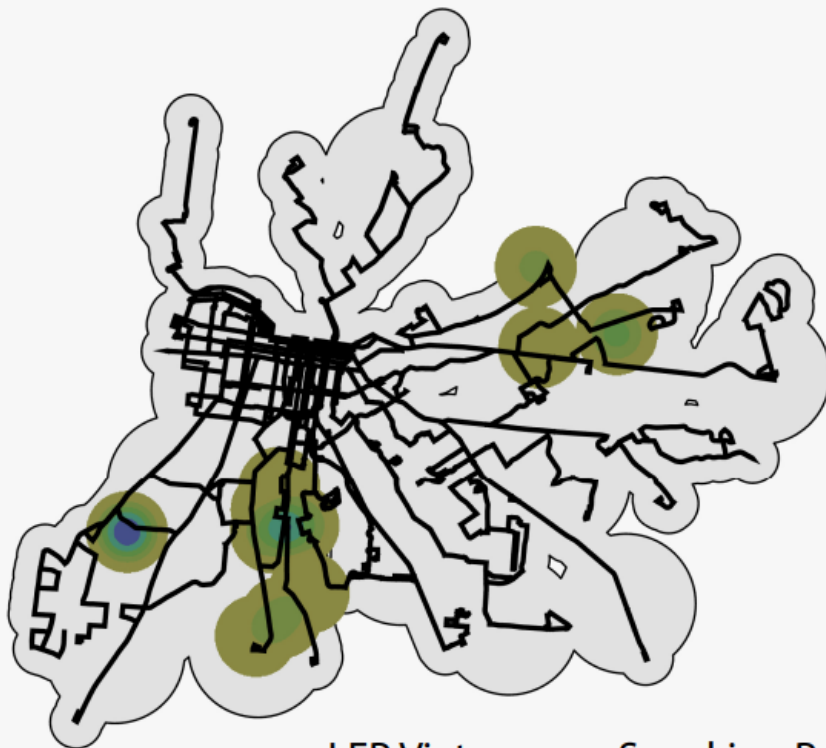
The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well"

Percent of Population that Identifies as LEP & Vietnamese Speaking



LEP Vietnamese Speaking Population
Percent by Census Tract

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".



LEP Vietnamese Speaking Population
Concentration throughout Service Area

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well".

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

FixedRoutes

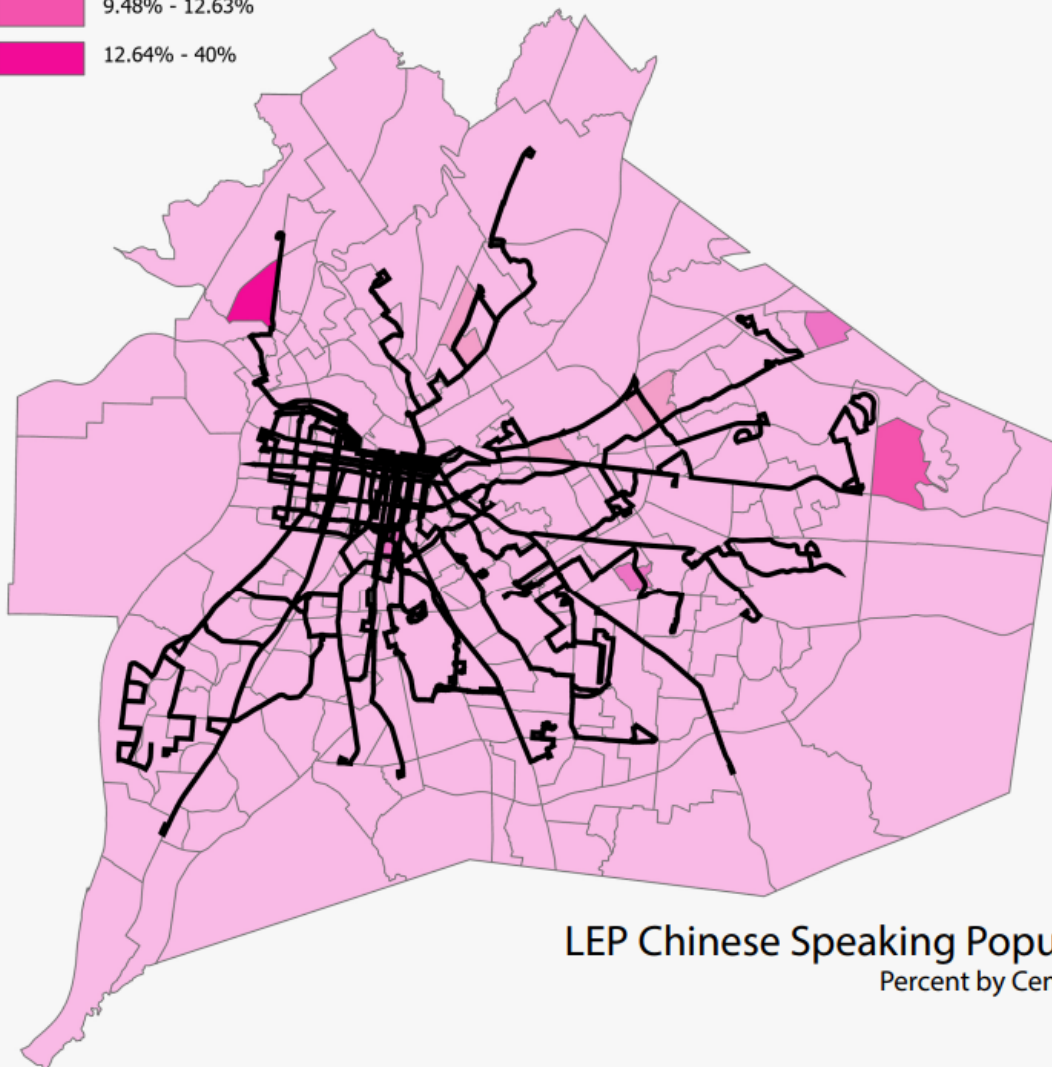
0% - 1.05%

1.06% - 7.37%

7.38% - 9.47%

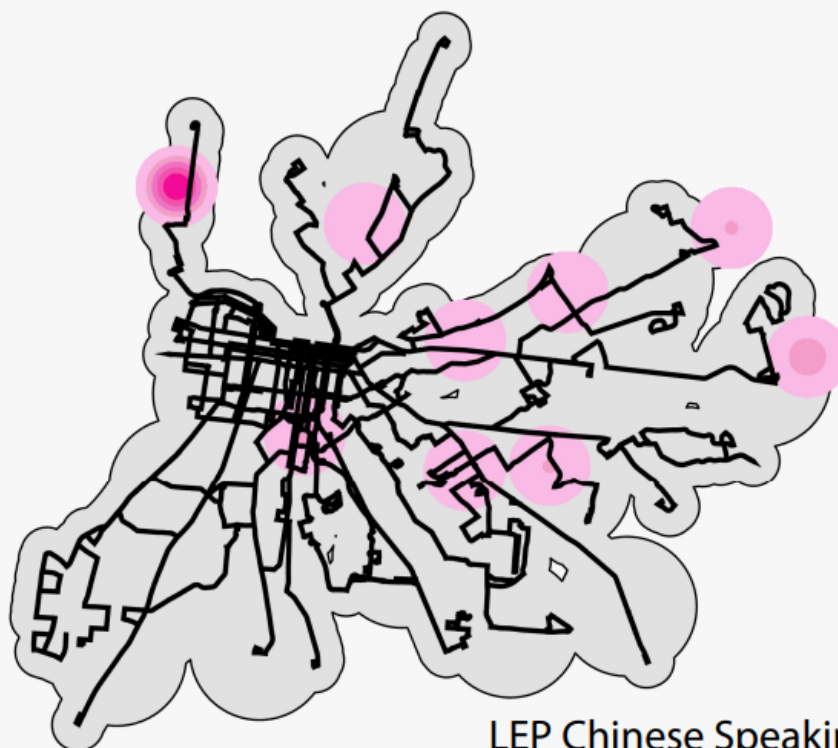
9.48% - 12.63%

12.64% - 40%



LEP Chinese Speaking Population
Percent by Census Tract

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well". The mapped L.E.P Chinese Speaking Population refers to Mandarin or Cantonese languages.



LEP Chinese Speaking Population
Concentration throughout Service Area

The L.E.P(Limited English Proficient) Population data shown are based on 2019-2023 ACS 5-Year Estimates for populations over 5yrs old who identify as speaking English Less than "Very Well". The mapped L.E.P Chinese Speaking Population refers to Mandarin or Cantonese languages.

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 Kentucky⁶. 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					

⁶ 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)⁷ 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.

⁷ 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 Kentucky⁸. 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					

⁸ 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

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

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 تامولعملل هاجب مبنك اذا (502) 585-1234. مقرلاب. TTY ومخترم (502) 213-3240. فتاه مقرل لاصتال اىجري وحض اوو هطسبم هقيرطب.

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 ENTER NAME OF Subrecipient

This AGREEMENT, is entered into on this 1st day of December, 2025, 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, which is 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 be a construction project. It shall not include construction work nor the purchase of construction materials.

SECTION 3. Duration of Project

This Agreement shall commence as of January 1, 2026 and terminate as of March 30, 2033. 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 PROJECT 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 expenditures were for eligible expenses identified in Scope of Work (Attachment B) and the Project Budget (Attachment C).
- F. All reimbursements shall be based on the actual price that the SUBRECIPIENT paid for the vehicles and other items specified in the Scope of Work (Attachment B) and the Project Budget (Attachment C). If more grant funds were awarded than were required to reimburse the SUBRECIPIENT for the vehicles and other items specified in the Scope of Work (Attachment B) and the Project Budget (Attachment C), then the excess grant funds will be returned to the FTA. The excess grant funds cannot be used for other purposes without written approval from TARC.
- G. 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.
- H. 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.

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

The EQUIPMENT and PROPERTY financed in whole or in part pursuant to this AGREEMENT shall hereinafter be referred to as the EQUIPMENT and PROPERTY

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, except for purchases less than \$150,000 (i.e. purchases in which the total contract amount is less than \$150,000), and except for purchases of certain vehicles exempted by the FTA through Buy America Waivers. Purchase contracts of \$150,000 or less are covered by the FTA's Buy America Small Purchase Waiver, which states, "Buy America requirements do not apply to small purchases, which are defined as procurements of less than \$150,000."

SECTION 7. Disposition of EQUIPMENT or 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 (because of damage to the EQUIPMENT or PROPERTY or for any other reason), then the SUBRECIPIENT shall immediately notify TARC.

If damaged, the EQUIPMENT and PROPERTY may be repaired and returned to service as specified in Section 12.

If the SUBRECIPIENT wishes to dispose of the EQUIPMENT or PROPERTY, then the SUBRECIPIENT shall request permission from TARC. TARC shall provide disposal instructions in accordance with the Uniform Administrative Requirements circulars 2 CFR part 200 and 2 CFR part 1201 and all relevant FTA regulations.

Before disposing of the EQUIPMENT or PROPERTY, the SUBRECIPIENT shall obtain approval from TARC and/or the FTA. The SUBRECIPIENT shall follow the approved disposal instructions, which shall include compensating the FTA for its share in the EQUIPMENT and PROPERTY. This share will be calculated by TARC using an FTA-approved formula.

The FTA-approved formula will require the SUBRECIPIENT to return to the FTA a dollar amount equal to the greater of these two amounts:

1. The remaining Federal Interest in the EQUIPMENT and PROPERTY as calculated by an FTA-approved depreciation formula based on the original purchase price of the EQUIPMENT and PROPERTY, or
2. Eighty percent of the fair market value of the EQUIPMENT and PROPERTY. The fair market value of the EQUIPMENT and PROPERTY is defined as:
 - a. The sale price received for the EQUIPMENT and PROPERTY when it is advertised broadly and sold on the open market, or
 - b. The average of the advertised sale prices of several items identical to the EQUIPMENT and PROPERTY that have been found listed in nation-wide publications. The SUBRECIPIENT shall provide evidence of those sale prices by providing copies of several advertisements found in nation-wide publications that list such items for sale (Autotrader, for example). The copies of advertisements shall be for items of the same make, model, year, characteristics, and condition as the EQUIPMENT and PROPERTY that is being disposed of by the SUBRECIPIENT.

Any remaining proceeds not returned to the FTA should be used for public transportation purposes only.

SECTION 8. Maintenance of 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 and shall follow that procedure.

It is the SUBRECIPIENT's responsibility to perform periodic mechanical and safety inspections of the EQUIPMENT and PROPERTY to verify that they are in a state of good repair and are safe to operate at all times.

By signing this AGREEMENT, the SUBRECIPIENT certifies and assures that the SUBRECIPIENT will perform, or will have a mechanic perform, periodic mechanical and safety inspections of the EQUIPMENT and PROPERTY to verify that they are in a state of good repair and are safe to operate at all times.

"Mechanical and safety inspections" refer to activities including, but not limited to, inspection of: tire pressure, tire condition, tire tread depth, tire rotation and balance, wheel alignment, brake lining thickness, brake and steering fluid levels, motor oil, coolant, and all other fluid levels, brake performance, steering performance, condition of tie rod ends, steering linkages, drive shafts, and all rubber boots, adequate lubrication, engine and transmission performance, coolant antifreeze degree protection, condition of hoses and belts, condition of air filter, condition and adequate changes of motor oil and oil filter, condition of glass and mirrors, condition of seatbelts and securements, operation and condition of wheelchair lifts and ramps, operation and condition of windshield washers and wipers, functionality of lights, turn signals, hazard flashers, horn, fire extinguisher, and first aid kit.

The SUBRECIPIENT shall have vehicle maintenance records that are kept on file for inspection by TARC and the FTA. The SUBRECIPIENT shall provide vehicle maintenance records to TARC when requested. The vehicle maintenance records shall provide enough information to verify that the vehicle is being maintained at a high level of cleanliness, safety, and mechanical soundness and that the mechanical and safety inspections mentioned above are being performed.

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. TARC shall have the right to require the SUBRECIPIENT bring the vehicles purchased under this AGREEMENT to TARC to be inspected.

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 EQUIPMENT and PROPERTY 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 EQUIPMENT and PROPERTY is damaged or destroyed, the SUBRECIPIENT may use the insurance proceeds to repair or replace the damaged EQUIPMENT and PROPERTY 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 Federal funds may be requested to provide 80% of the additional funds, with the SUBRECIPIENT providing 20% of the additional funds.
- C. If the damaged or destroyed EQUIPMENT and PROPERTY is to be disposed of, then the SUBRECIPIENT must follow the disposition instructions in Section 7.

SECTION 13. Responsibility for Claims and Liabilities

1. 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.

The 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; which result from failure to maintain the EQUIPMENT and PROPERTY in a state of good repair or safe operating condition, and from all judgments recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses.

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.

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 SUBRECIPIENT certifies 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. The 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 contacted.
 - 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.
6. Explanation when a SUBRECIPIENT determines that a Disadvantaged Business Enterprise is not qualified.
7. 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 Review 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).

SECTION 35. Prohibition on certain telecommunications and video surveillance services or equipment. § 200.216

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) (ii)Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) (iii)Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

SECTION 36. Program Fraud and False or Fraudulent Statements or Related Acts

- 1. The SUBRECIPIENT certifies and affirms the truthfulness and accuracy of all statements it has made in its application for grant funds for the FTA assisted PROJECT.**
- 2. The SUBRECIPIENT acknowledges that if it has made a false, fictitious, or fraudulent claim, statement, submission, or certification in its application for grant funds for the FTA assisted PROJECT, then TARC's sanctions and penalties may include but are not limited to: (a) withholding payment to the SUBRECIPIENT, and/or (b) cancellation, termination or suspension of this AGREEMENT in whole or in part, and/or (c) requiring the SUBRECIPIENT to repay to TARC any grant funds it received through this AGREEMENT.**
- 3. The SUBRECIPIENT 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 FTA assisted PROJECT. The SUBRECIPIENT 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 FTA assisted PROJECT. In addition to other penalties that may be applicable, the SUBRECIPIENT 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 SUBRECIPIENT to the extent the Federal Government deems appropriate.**
- 4. The SUBRECIPIENT 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 the 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 SUBRECIPIENT, to the extent the Federal Government deems appropriate.**

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 December, 2025.

Transit Authority of River City X Nonprofit Entity

Ozzy Gibson Subrecipient signatory
Executive Director/CEO

DATE: DATE: _____

Approved as to form and legality:

BY: ____ BY: ____
John L. Hardesty
TARC Counsel

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 (UEI):

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:

Award Date

Subaward period of performance start and end date:

Same as grant start and end dates

Subaward budget period start and end date:

Same as grant start and end dates (unless the award is **ONLY** for Operating Assistance and/or Preventive Maintenance. In that case, the Subaward budget period start and end date is the same as the Period of Performance for the Operating Assistance or Preventive Maintenance).

Attachment A (continued)

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

Federal amount that has been awarded to 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 federal funds awarded in all the **grants still active** for this subrecipient AND that have been **listed in signed Subrecipient Agreements**.

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

Same as above

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

Assistance Listing Number (ALN) and Title

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

20.513 Enhanced Mobility of Seniors and Individuals with Disabilities

Attachment A

(continued)

Federal Dollar amount made available under this award:

Total Fed amount being awarded in this grant (including TARC paratransit and TARC Program Administration) (which is not necessarily the same as the apportionment)

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

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, that 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 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

Construction projects are excluded. No funds in this grant shall be used to pay for materials, labor, wages, and/or salaries for a construction project. Costs of materials, 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 minimis 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.....	Etc.....
TOTAL	\$Amount		\$Amount		\$Amount	

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 of Default (Cost-Type Contracts) "INSERT YOUR COMPANY/AGENCY NAME HERE" may terminate this contract, or any portion of it, by serving a notice or 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.

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 Alteration 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) 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 protestors.
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 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 49 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 - These 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

2. 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 21st 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.

Restrictions on Lobbying

CONTRACTOR 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 CONTRACTOR certifies that:

4. No federal appropriated funds have or will be paid, by or on behalf of CONTRACTOR, 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.
5. 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, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL is available from TARC.
6. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

Compliance with Environmental Standards

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR in this AGREEMENT is in excess of \$150,000, then the CONTRACTOR 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).

Violation or Breach of Contract Terms

If this AGREEMENT awards the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR until the CONTRACTOR 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 CONTRACTOR has violated federal laws.

Legal Notifications

The CONTRACTOR 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 CONTRACTOR'S federally funded projects, to the extent known to the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR shall send all legal notifications to:

The TARC Grants Department Project Manager for CONTRACTORS, and to

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

Prohibition on certain telecommunications and video surveillance services or equipment. § 200.216

(a) Recipients and Contractors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(iv) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (v) (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (vi) (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

Appendix L

TEMPLATE for creating a Title VI Plan

Revised 2025.11.08

This template is provided by TARC for creating 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 document “Template INSTRUCTIONS for Title VI Plan.”)

----- 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

This TEMPLATE 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 the PDF document provided by TARC:

“Template INSTRUCTIONS for Title VI Plan”

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

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

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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, as specified in Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 200d *et seq.*, and in 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 protected by Title VI of the Civil Rights Act of 1964 shall be excluded from participation in, or be denied the benefits of any program or activity.

[_____Agency Name_____] further assures every effort will be made to ensure such 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 adverse effects of programs and activities on Title VI 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 Title VI populations.
- E. Ensure where possible meaningful access to programs and activities by persons with Limited English Proficiency (LEP).

NAME, TITLE: _____

SIGNATURE, DATE: _____

B. Organization Information

Summarize:

The year your local organization was created, a little about its history, why it was created, the purpose or mission it serves, and the geographical area it serves.

Estimate:

The percentage of the population of that geographical area that is actually served by your organization.

Describe:

Your organization'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
"Organization 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 [_____ Agency Name _____], 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 [_____ Agency Name _____].

1. A Complaint Form may be obtained from the [_____ Agency Name _____] website: **enter your organization's website here**, or in person from the [_____ Agency Name _____] office at
[_____ Agency Name _____]
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 **insert your organization's telephone number here**.

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:

[_____ **Agency Name** _____]
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 your organization’s 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 organization's 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

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
- **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 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

- 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:

- Public meetings
- Rider outreach
- Public hearings
- Surveys
- Services for individuals with disabilities (notices of opportunities for public involvement include contact information for people needing these or other special accommodations.)
- 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

- Formal public comment periods are used to solicit comments on major public involvement efforts around an agency service or system change.
- Comments are accepted through various means:
 - Dedicated email address.
 - Website.
 - Regular mail.
 - Phone calls to Customer Service Center [phone]

4. Additional information

You do not need to enter anything here.

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. Limited English Proficiency (LEP) Plan

[_____Agency Name_____] Limited English Proficiency (LEP) 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.

[_____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

Service Area Description:

List the counties (and states) where you provide services. Example: "Floyd and Clark Counties in Indiana"

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, the percentage of the population in our service area that is five years of age and older and "speaks English less than very well" is calculated by dividing the number of people in our service area that is five years of age and older and "speaks English less than very well" by the total population of our service area that is five years of age and older. The data for this calculation comes from an LEP Population Spreadsheet compiled from census data.

The percentage of the population in our service area that is five years of age and older and "speaks English less than very well" is **enter number here** %.

Within that percentage, the largest language group is Spanish.

The percentage of the population in our service area that is five years of age and older and speaks Spanish and "speaks English less than very well" is **enter number here** %.

Factor 2 – Frequency of Contact with LEP Persons

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

Factor 3 – The importance to LEP persons of services provided

“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 _____] has assessed the frequency of contact with LEP persons described in Factor 2 above and has evaluated the importance of providing LEP Assistance. Based on this evaluation, [_____ Agency Name _____] has established the LEP assistance procedures described the section below.

Factor 4 – The resources available for LEP assistance

[_____ Agency Name _____] performs the LEP assistance activities described below to the fullest extent possible with its available resources.

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:

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. Language Identification Cards ("I Speak Cards") are/will be provided to staff.
5. One-on-one assistance can/will be provided.
6. The Title VI Public Notice is/will be translated.
7. LEP persons are/will be notified of the languages interpreted and translated.

Delete all of the numbered items below that you are NOT currently doing and do NOT plan to do in the near future:

8. A contract with a translation service is/will be in effect.
9. Oral interpretation/translation in person is/will be available.
10. Website information is/will be posted.
11. The agency's external website is/will be 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.

(You are not required to enter any additional numbered items. But if you want to add additional things that you are currently doing to provide more assistance to LEP persons, you can add them below):

14.

You must delete one of the two numbered statements below.

If you are not currently providing written translations of your application form and similar documents, then delete the first numbered statement below (and leave the second one there).

If you are currently providing written translations of your application form and similar documents, then delete the second numbered statement below (and leave the first one there).

15. Written translations of vital documents (such as application forms) are/will be provided.
16. 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.

Do not delete any of this text:

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:

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

You do not have to add any additional numbered items. But if you want to add any additional LEP training that you are currently providing your staff (or plan to provide), you can add it below:

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 the "2004 Census Test" and "United States Census 2010" logos. Below the logos is a section titled "LANGUAGE IDENTIFICATION FLASHCARD" with five items, each consisting of a checkbox, text in a different language, and a language name in English:

Language	Text
1. Arabic	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.
2. Armenian	Խոսողում եմք 'նշում' կատարեք այս քանակությունը, եթե խոսում կամ կարողում եք հայերեն:
3. Bengali	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।
4. Cambodian	ឈ្មួញបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។
5. Chamorro	Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' 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.

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.

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
-

I. Board Approval

This Title VI Plan was approved by the _____

Board of Directors on:

Board Approval Date: _____

Board Chairperson Name: _____

Board Chairperson Signature, Date: _____

J. Title VI Self-Survey Form

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)

Distribution of Title VI Information

1. Are new employees made aware of the Title VI responsibilities pertaining to their specific duties?

YES _____ NO _____

Title VI Self-Survey Form

(continued)

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: _____

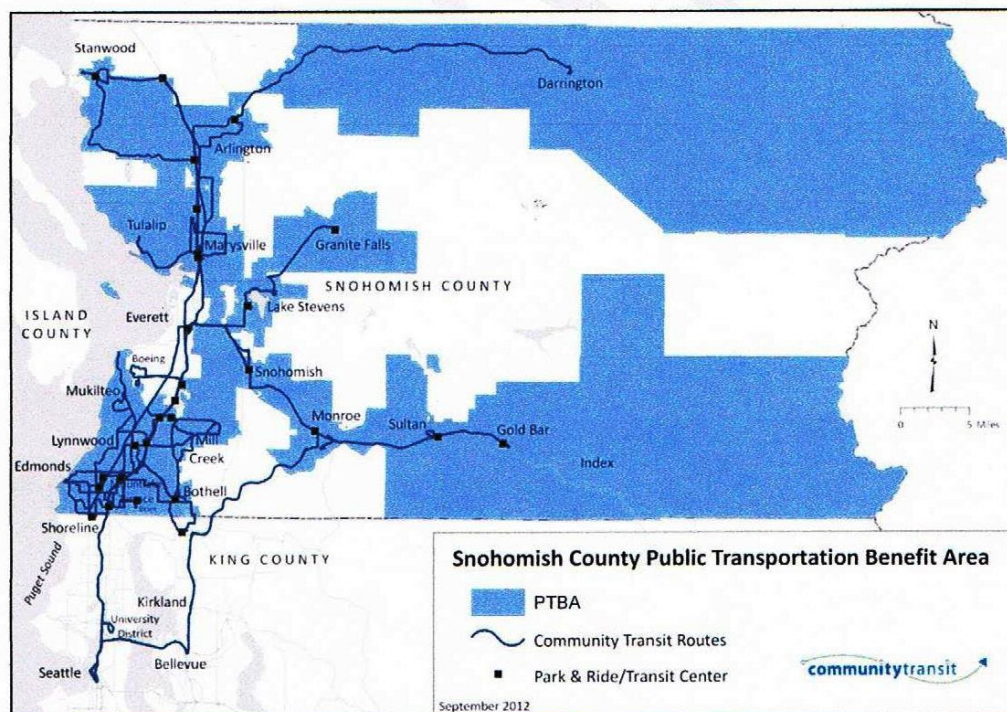
Example 1

Organization 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 2026

For questions, contact: 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 YES NO
(b) all bank reconciliations are signed and dated by two people each month?
- 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.)

- | | |
|---|---|
| ☐ Audited financial statement (or tax return) | ☐ Internal Control Procedure |
| ☐ Conflict of Interest Policy | ☐ Updated Title VI Plan for 2023 |
| ☐ Preventive Maintenance Plan | ☐ |
| ☐ Procedure for actively pursuing and tracking warranty claims | ☐ |
| | <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

If you have questions, please contact: 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
MyTARC Single Ride (Reduced)	\$0.80	Incl. 2hr transfer See "Reduced Fare Eligibility"

MyTARC 10-trip pass	\$15	Stored value, incl. 2hr transfer, \$1.00 deducted for local to express transfer
24-hour pass	\$3.50	Starts with first use
7-day pass	\$15	Starts with first use
30-day pass	\$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.

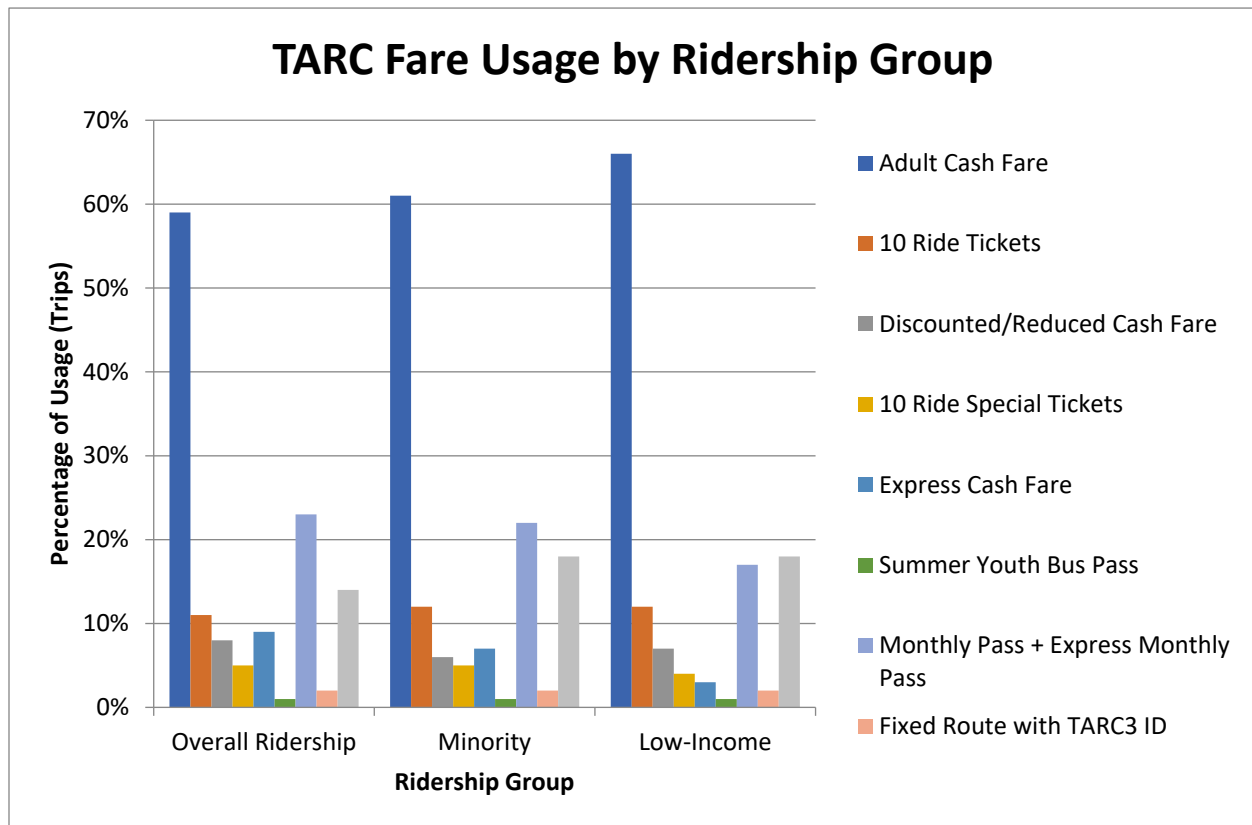
# in HH	Poverty Threshold	% of TARC riders below threshold
1	\$12,000	41% (n=264)
2	\$16,000	33% (n=266)
3	\$20,000	47% (n=252)
4	\$24,000	51% (n=180)
5	\$28,000	55% (n=94)
6	\$33,000	60% (n=30)
7	\$37,000	71% (n=17)
8	\$41,000	95% (n=19)

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 Usage⁹



⁹ 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 Eligibility¹⁰

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

¹⁰ 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.	
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.										Disproportionate Burden: The difference between the percentage of low-income riders using cash fare and the overall ridership using cash fare.	
Total Riders Surveyed	1584										
Minority Riders	859	54%									
Low-Income Riders	540	34%									

Appendix O

June 2024 Service Change Analysis

Introduction

In compliance with Title VI of the Civil Rights Act of 1964, as part of June 30th 2024 major service changes, the Transit Authority of River City (TARC) performed a Service Equity Analysis 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.

In response to anticipated financial deficits, TARC has determined it necessary to reduce service levels, revenue miles by adjusting span, and frequency of several routes. The proposed Saturday Plus service plan would retain existing service on TARC’s high frequency routes and those servicing major employment hubs, reduce service for 18 routes, and eliminate three routes funded by Congestion Mitigation and Air Quality (CMAQ) grant.

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’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

The 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 population 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 a 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.

TARC adopts the following for disparate impacts and disproportionate burden policies for major service and fare changes.

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 in accordance with FTA guidance.

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 in accordance with FTA guidance.

Description of Changes

In response to impending budget constraints, TARC is proposing changes to over half of the existing routes. These changes will reduce systemwide revenue miles by 18.80% with several routes decreasing revenue miles by greater than 25.0% resulting in a “major service change” as defined in TARC’s Title VI policy. These changes require the service equity analysis included in this document. TARC will not be making changes to the four most frequent and most used routes – #4, #10, #23, and #28 – which carry about 45% of system’s total ridership.

The following describes proposed service changes to the TARC system:

- #2 will maintain existing 05:10 – 22:20 span of service and reduce frequency to every 70 minutes resulting in a 22.69% reduction in revenue miles.
- #6 will adjust span of service from 04:50 – 00:14 to 05:20 – 00:37 and reduce frequency to every 60 minutes resulting in a 18.63% reduction in revenue miles.
- #12 will adjust span of service from 04:57 – 20:04 to 05:51 – 20:04 while maintaining existing frequency for a 5.17% reduction in revenue miles.

- #15 will adjust span of service from 04:58 – 23:30 to 05:37 – 23:32 and reduce frequency to every 60-75 minutes resulting in a 44.24% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #17 will adjust span of service from 05:40 – 23:19 to 06:01 – 22:29 and reduce frequency to every 90 minutes resulting in a 33.60% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #18 will adjust span of service from 03:55 – 0:36 to 05:29 – 00:23 while maintain existing frequency resulting in a 11.14% reduction in revenue miles.
- #19 will adjust span of service from 04:15 – 00:42 to 04:17 – 00:37 and reduce frequency to every 40/60 minutes resulting in a 20.23% reduction in revenue miles.
- #21 will adjust span of service from 05:12 – 23:06 to 05:53 – 21:56 and reduce frequency to every 60-75 minutes resulting in a 23.83% reduction in revenue miles.
- #25 will adjust span of service from 04:55 – 23:32 to 06:17 – 22:57 and reduce frequency to every 70 minutes resulting in a 34.68%. This is a major service change and will be included in the service equity analysis that follows.
- #27 will adjust span of service from 05:13 – 22:15 to 05:58 – 22:14 and reduce frequency to 60 minutes resulting in a 18.33% reduction in revenue miles.
- #29 will adjust span of service from 05:15 – 22:55 to 05:16 – 22:54 and reduce frequency to 60 minutes. There will be a permanent routing change between Bardstown Road and Oxmoor Center shifting from the east side of Cherokee Park and Alta Vista Road to Willow Avenue, Cherokee Parkway, Grinstead Drive, and Lexington Road. These changes will result in a 24.13% reduction in revenue miles.
- #31 will adjust span of service from 05:23 – 23:45 to 06:15 – 23:35 and reduce frequency to 75-135 minutes resulting in a 21.65% reduction in revenue miles.
- #40 will adjust span of service from 04:25 – 23:48 to 05:18 – 21:44 and reduce frequency to every 90 minutes resulting in a 41.87% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #43 will adjust span of service from 04:42 – 23:53 to 05:35 – 23:26 and reduce frequency to 60-75 minutes resulting in a 24.02% reduction in revenue miles.

- #46 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #52 will adjust span of service from 09:30 – 15:44 to 09:30 – 17:09 and reduce frequency to 35/50 minutes resulting in a 3.09% reduction in revenue miles.
- #63 will adjust span of service from 05:04 – 23:35 to 05:35 – 23:26 and reduce frequency to 60-75 minutes resulting in a 23.87% reduction in revenue miles.
- #71 will adjust span of service from 05:17 – 22:36 to 05:38 – 22:04 and reduce frequency to 25/60-80 minutes resulting in a 33.68% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #72 will adjust span of service from 05:38 – 23:58 to 06:28 – 23:18 and reduce frequency to 45-50/80 minutes resulting in a 23.13% reduction in revenue miles.
- #73 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #74 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #94 will retain its existing span and reduce frequency to 6/10 minutes resulting in 17.73% reduction in revenue miles.

Service Equity Analysis

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 to which each impacted route 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.

Title VI Populations	% of TARC Service Area ¹¹
Minority ¹²	35.77
Low-Income ¹³	15.14

B. Table 1 – TARC Service Area Demographic Data

¹¹ The TARC service area uses a .75-mile buffer from each stop and 2-mile buffer from the center of active Park and Ride Lots

¹² Source: 5-year (2017-2022) American Census Survey Table B03002: Hispanic or Latino Origin by Race, Total minus Not Hispanic or Latino: White Alone

¹³ Source: 5-year (2017-2022) American Census Survey Table C17002: Ratio of Income to Poverty Level, 0.0 to .49 plus .50 to .99

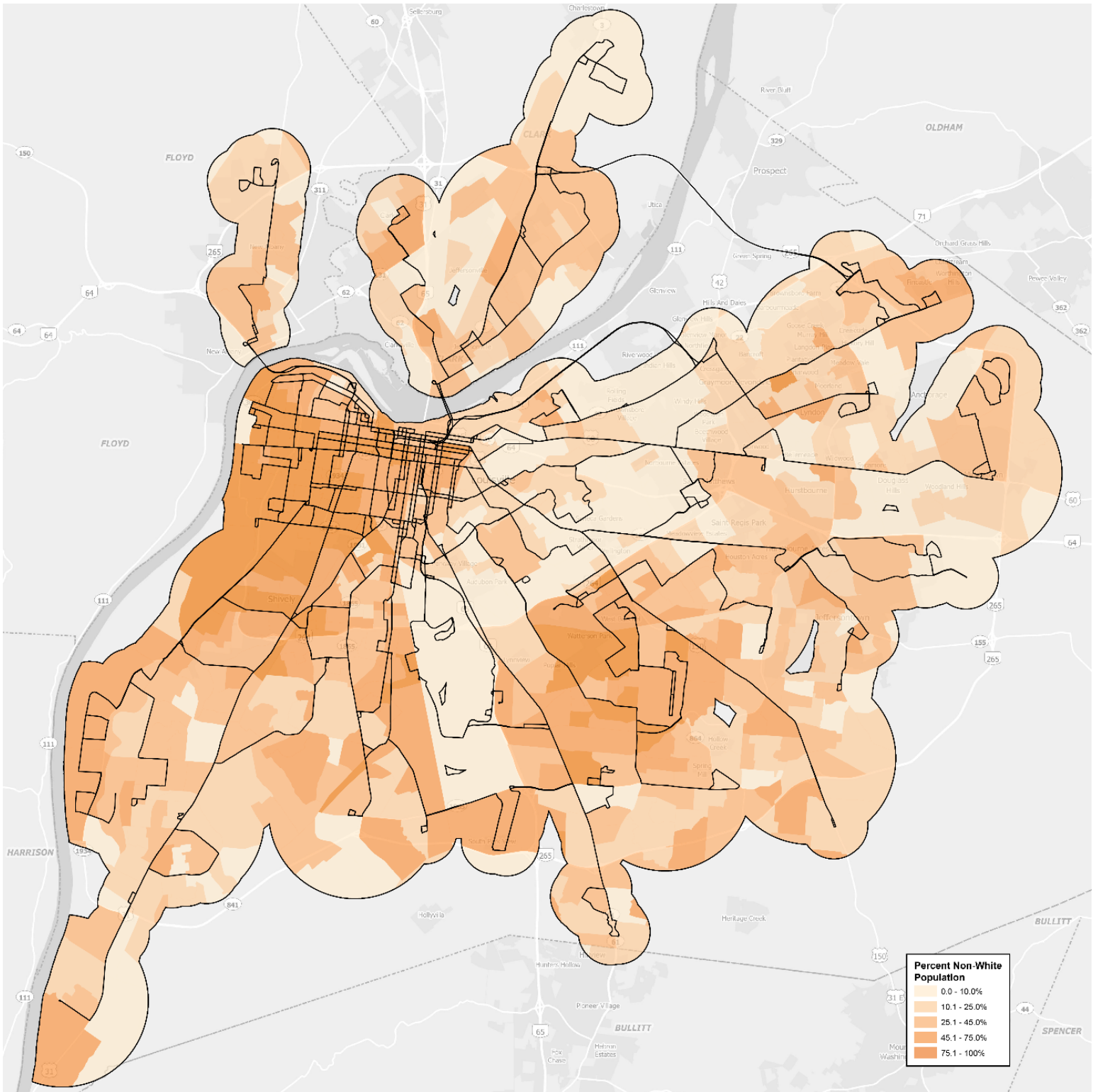


Figure 1 – TARC Service Area; Percent Minority Block Groups

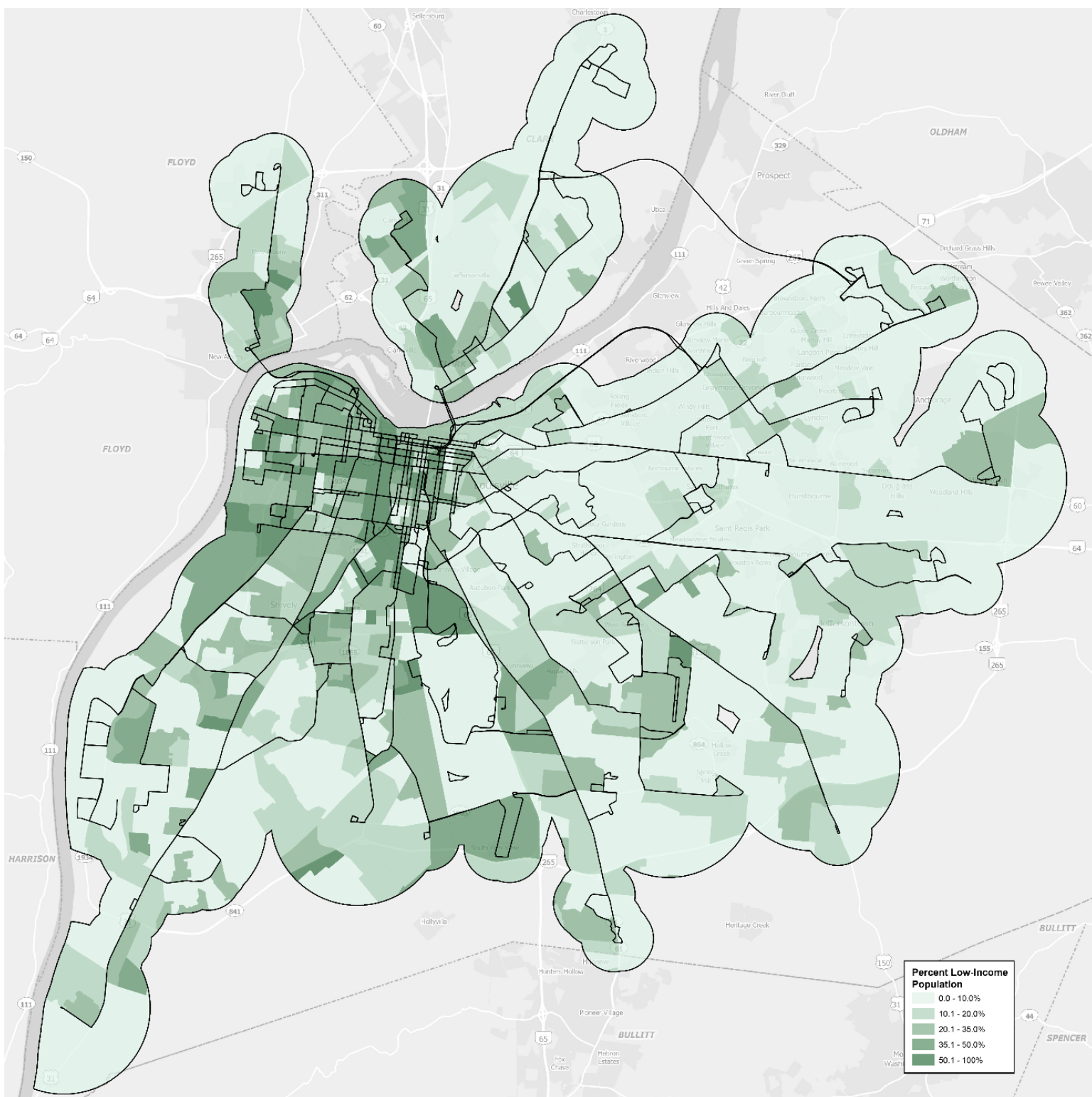


Figure 2 – TARC Service Area; Percent Low Income Block Groups

This analysis uses FTA’s guidance that “passengers will generally walk up to one-quarter mile to bus stops.” Individual route service areas are defined as the sum of each bus stop’s surrounding one-quarter mile area. The route service areas were used to create the demographic profile summary in **Table 2**.

Table 2 - Summary of Service Change Levels and Route Service Area Demographics

Route Number	% Change Revenue Miles	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low-Income %
2	-22.69%	17,724	7,164	14,049	4,978	40.4%	35.4%
4	0.04%	39,285	18,211	35,716	9,417	46.4%	26.4%
6	-18.63%	27,188	13,425	25,105	7,551	49.4%	30.1%
10	0.02%	19,538	10,309	18,118	4,413	52.8%	24.4%
12	-5.17%	13,106	7,381	12,479	5,734	56.3%	45.9%
15	-44.24%	39,341	14,573	36,898	6,608	37.0%	17.9%
17	-33.60%	32,738	10,524	30,903	4,543	32.1%	14.7%
18	-11.14%	28,732	16,262	27,513	6,510	56.6%	23.7%
19	-20.23%	50,014	26,605	48,448	10,786	53.2%	22.3%
21	-23.83%	41,561	21,409	39,239	9,852	51.5%	25.1%
22	0.79%	15,816	13,563	15,691	5,412	85.8%	34.5%
23	0.12%	64,054	28,433	63,038	11,411	44.4%	18.1%
25	-34.68%	47,721	21,564	47,093	8,560	45.2%	18.2%
27	-18.33%	31,524	20,120	29,909	8,883	63.8%	29.7%
28	0.17%	27,574	11,289	24,903	6,213	40.9%	24.9%
29	-24.13%	37,580	10,774	36,182	5,798	28.7%	16.0%
31	-21.65%	30,497	7,553	28,465	3,360	24.8%	11.8%
40	-41.87%	34,690	8,596	32,514	3,984	24.8%	12.3%
43	-24.02%	37,569	15,782	35,515	8,699	42.0%	24.5%
46	-100.00%	10,933	4,155	10,803	2,009	38.0%	18.6%
52	-3.09%	8,268	5,290	6,734	3,325	64.0%	49.4%
63	-23.87%	32,086	17,302	30,179	7,526	53.9%	24.9%
71	-33.68%	29,464	10,276	26,948	5,969	34.9%	22.2%
72	-23.13%	10,491	4,083	9,084	2,534	38.9%	27.9%
73	-100.00%	18,954	9,698	16,934	4,527	51.2%	26.7%
74	-100.00%	18,316	6,908	16,824	2,638	37.7%	15.7%
75	0.00%	4,851	1,177	4,779	369	24.3%	7.7%
93	0.54%	22,416	9,740	18,546	6,913	43.5%	37.3%
94	-17.73%	4,743	1,627	3,005	1,412	34.3%	47.0%
99	0.50	30,050	20,545	28,806	11,333	68.4%	39.3%
Service Area	-18.80%	759,343	271,628	742,213	112,374	35.8%	15.1%
Indicates Service Change				Red indicates where Route Service Area minority or low-income populations are greater than 10% of the TARC Service Area			
Indicates Major Service Change (change in revenue miles greater than +/-25%)							

Major Service Changes Analysis

Major service changes are those where revenue miles are adjusted +/- 25% and require a service equity analysis to determine if potential changes would have a disparate impact on minority populations or place a disproportionate burden on low-income populations. **Table 2** identifies major service changes proposed for routes #15, #17, #25, #40, #46, #71, #73, and #74. The following analysis evaluates the impact of these major service changes.

Route #15



Figure 3.1 – Route 15 Service Area; Percent Minority Block Groups



Figure 3.2 – Route 15 Service Area; Percent Low Income Block Groups

Route #15 will see a 44.24% reduction in revenue miles constituting a major service change. **Table 3** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area:

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
15	39,341	14,573	36,898	6,608	37.0%	17.9%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 3 – Route 15 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #17

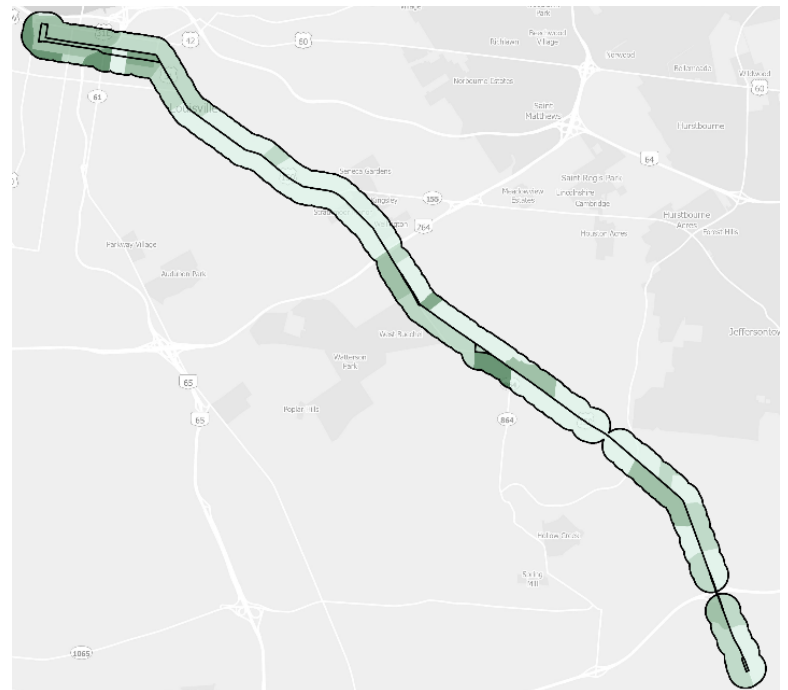
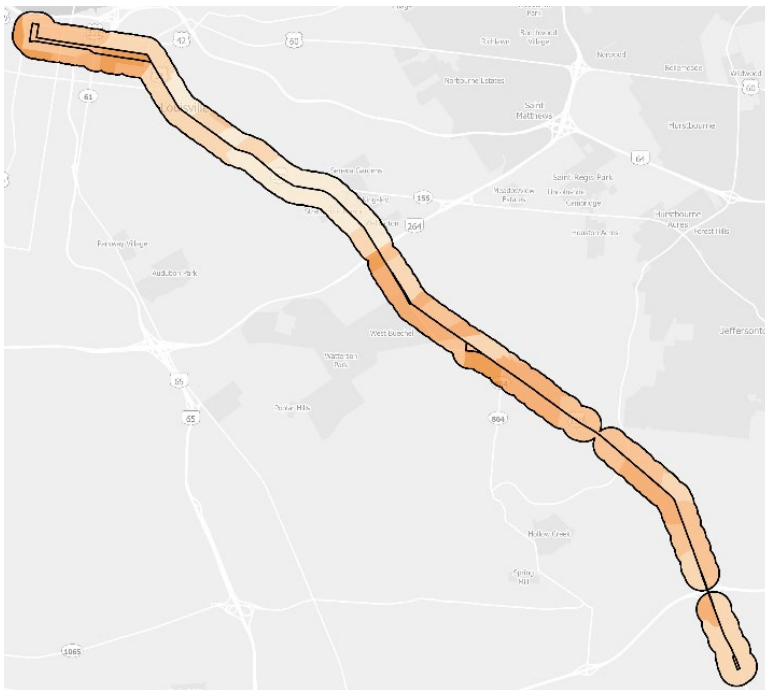


Figure 4 – Route 17 Service Area; 4.1 Percent Minority Block Groups and 4.2 Percent Low Income Block Groups

Route #17 will see a 33.60% reduction in revenue miles constituting a major service change. **Table 4** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
17	32,738	10,524	30,903	4,543	32.1%	14.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 4 – Route 17 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #25

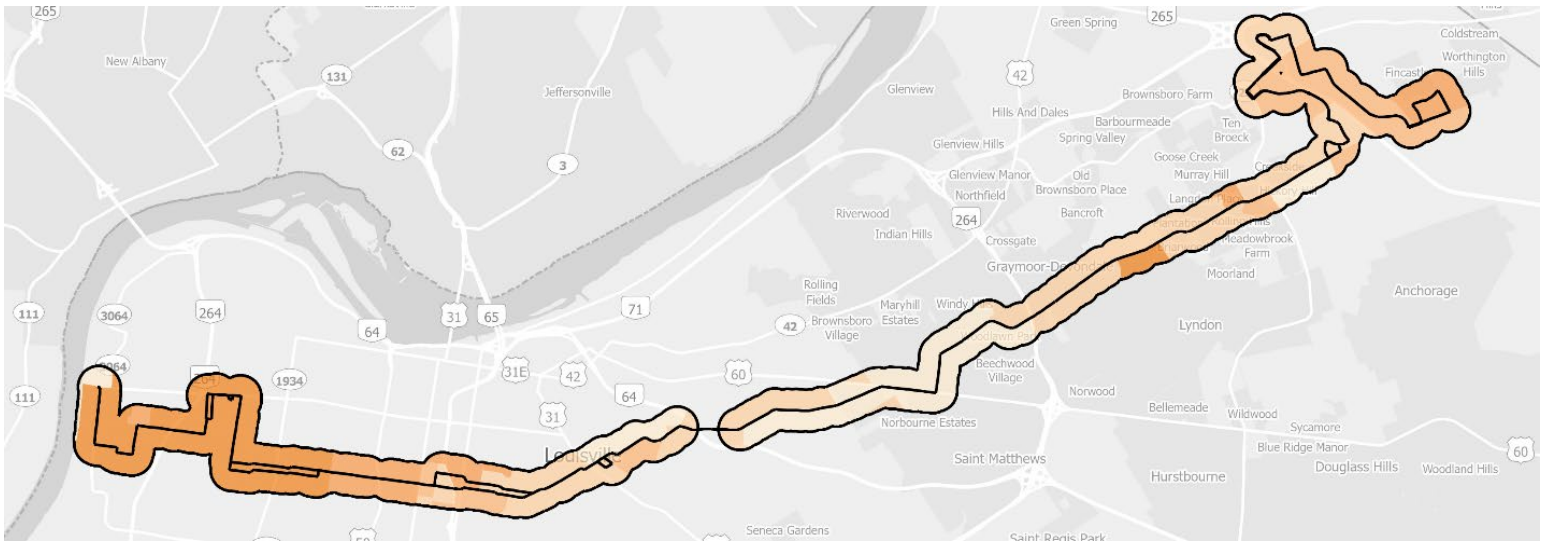


Figure 5.1 – Route 25 Service Area; Percent Minority Block Groups

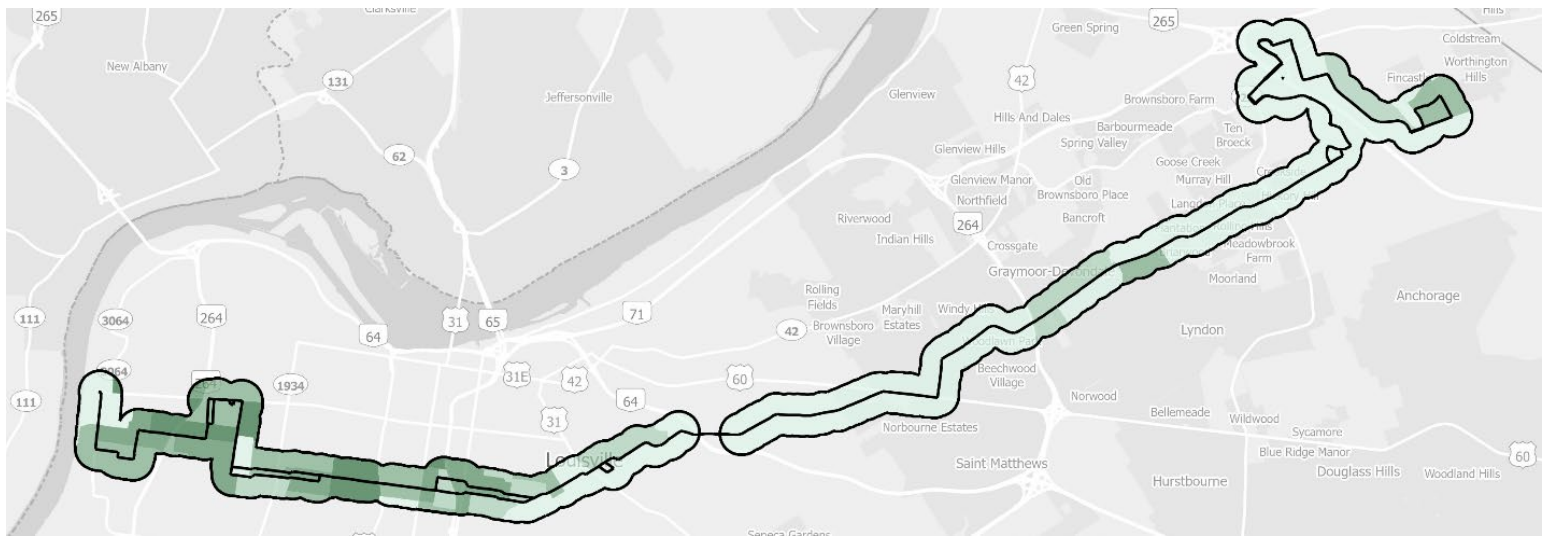


Figure 5.2 – Route 25 Service Area; Percent Low Income Block Groups

Route 25 will see a 34.68% reduction in revenue miles constituting a major service change. **Table 5** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
25	47,721	21,564	47,093	8,560	45.2%	18.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 5 – Route 25 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.

While route 25 frequencies will be significantly reduced with Saturday Plus service proposal, passengers traveling on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including all four high frequency routes, 4, 10, 23 and 28, that will continue providing their regular service at 15 min frequencies on weekdays.

Figure 6.1 – Route 40 Service Area; Percent Minority Block Groups

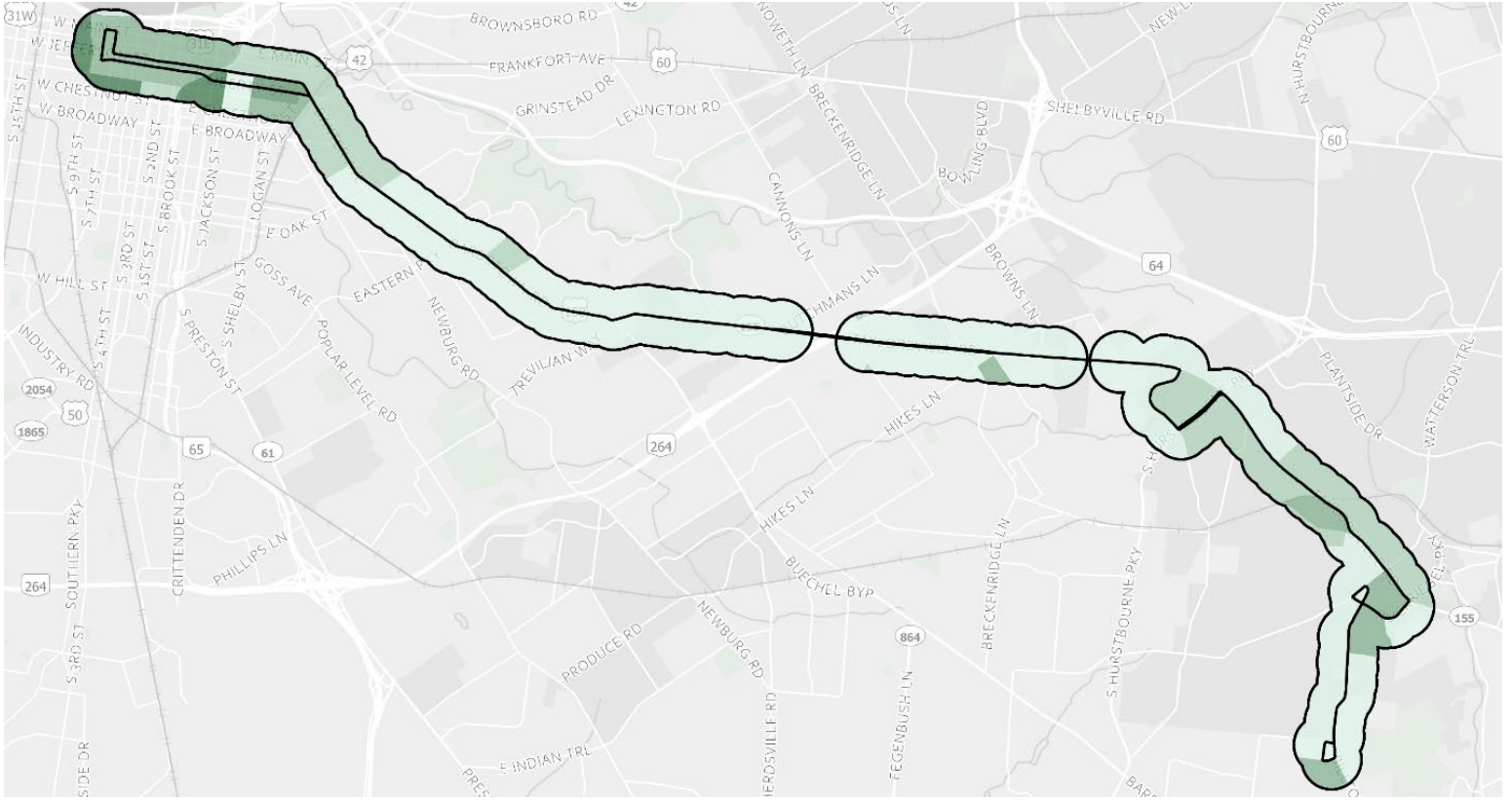


Figure 6.2 – Route 40 Service Area; Percent Low Income Block Groups

Route #40 will see a 41.87% reduction in revenue miles constituting a major service change. **Table 6** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
40	34,690	8,596	32,514	3,984	24.8%	12.3%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 6 – Route 40 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #46

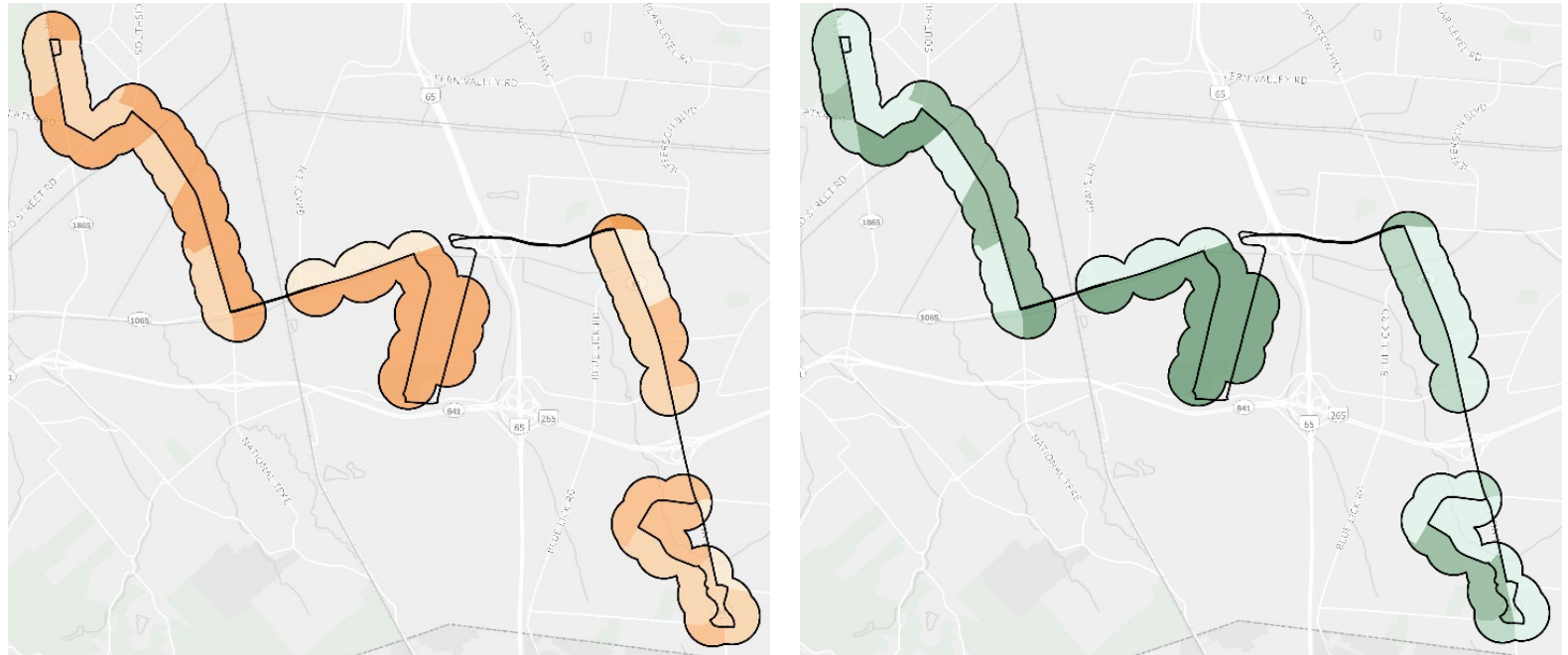


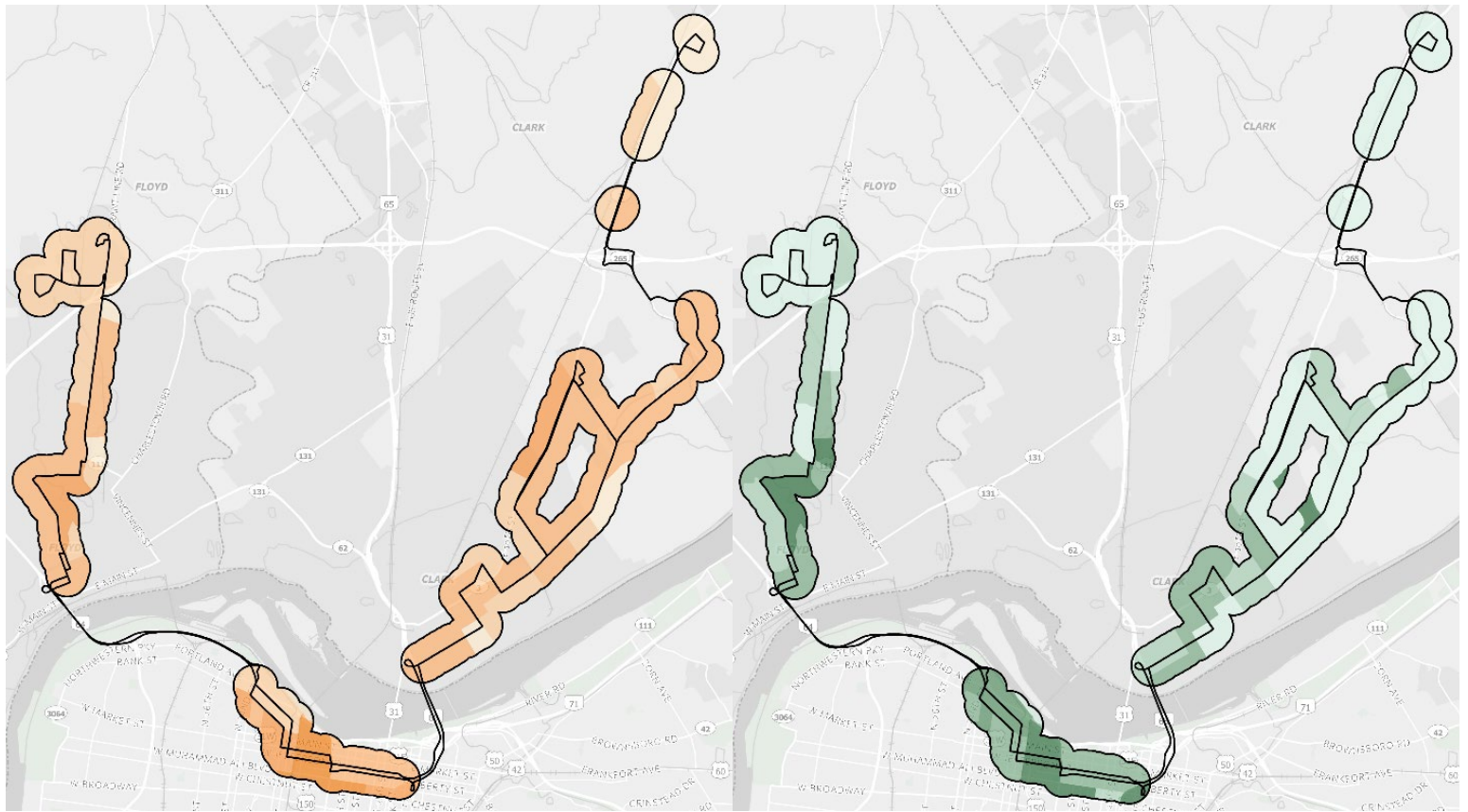
Figure 7 – Route 46 Service Area; 7.1 Percent Minority Block Groups and 7.2 Percent Low Income Block Groups

Route #46 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 7** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
46	10,933	4,155	10,803	2,009	38.0%	18.6%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 7 – Route 46 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.



Route #71

Figure 8 – Route 71 Service Area; 8.1 Percent Minority Block Groups and 8.2 Percent Low Income Block Groups

Route #71 will see a 33.68% reduction in revenue miles constituting a major service change. **Table 8** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
71	29,464	10,276	26,948	5,969	34.9%	22.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

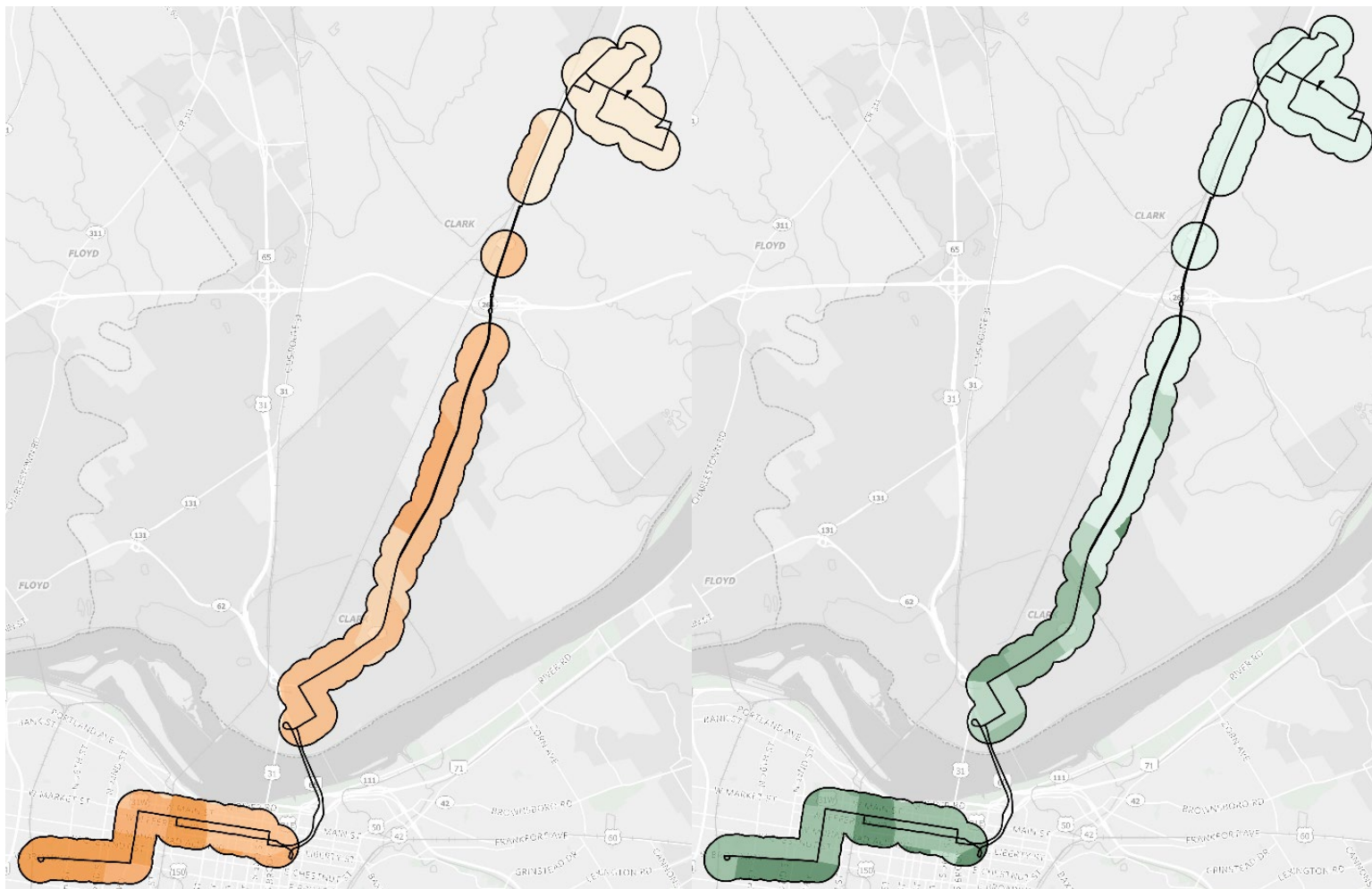


Table 8 – Route 71 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #73

Figure 9 – Route 73 Service Area; 9.1 Percent Minority Block Groups and 9.2 Percent Low Income Block Groups

Route #73 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 9** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
73	18,954	9,698	16,934	4,527	51.2%	26.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 9 – Route 73 Service Area Demographics

The route service area demographics do exceed the +/- 10% threshold of the service area minority demographics, however, this route is covered in downtown Louisville area by several other routes, and in Jeffersonville by routes 71 and 72. Passengers traveling on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including four high frequency routes, 4, 10, 23 and 28, that will continue operating their regular 15 min schedules on weekdays.

Route #74

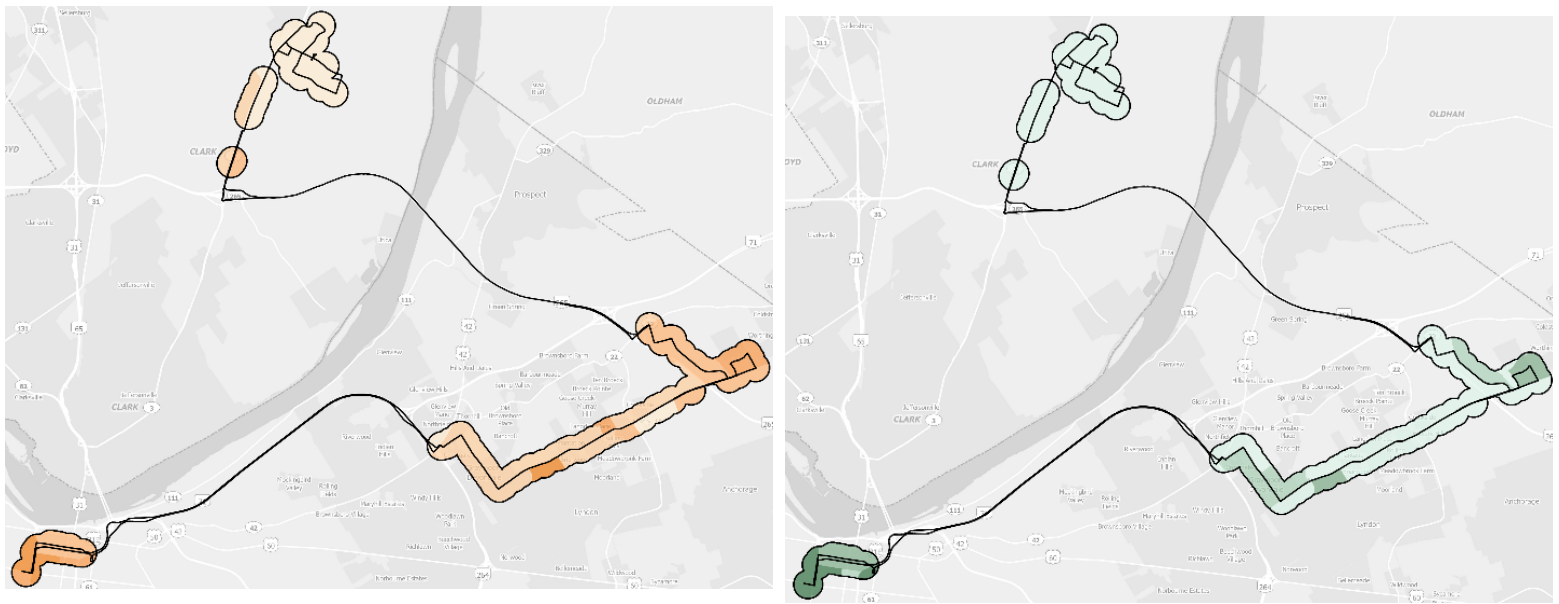


Figure 10 – Route 74 Service Area; 10.1 Percent Minority Block Groups and 10.2 Percent Low Income Block Groups

Route #74 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 10** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
74	18,316	6,908	16,824	2,638	37.7%	15.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 10 – Route 74 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Additional Comments

TARC recognizes routes with a >25% change as a major service change. However, there are routes that have significant frequency changes, but do not meet the 25% threshold standards. These routes have been noted and analyzed as well. Routes 2, 21, 29, 43, 63, and 72 all have a revenue miles reduction between 22% and 24%. Some of these routes have been identified as routes that would fall under a major service change in comparison with their current, regular Saturday schedule. Mitigation measures have been taken to adjust proposed Saturday Plus schedules with additional trips Monday to Friday to bring these routes below the major service change threshold, and thus reducing potential impact of service reductions along these routes.

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 ¼ mile distance from stops impacted

Clip block groups and portions of block groups that do not fall within ¼ 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

Appendix P

January 2025 Service Equity Analysis

Introduction

In compliance with Title VI of the Civil Rights Act of 1964, as part of January 26th 2025 service adjustments, the Transit Authority of River City (TARC) performed a Service Equity Analysis 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.

In response to anticipated financial deficits, TARC has determined it necessary to reduce service levels, revenue miles by adjusting span, and frequency of several routes. The proposed Saturday Plus service plan would retain existing service on TARC’s high frequency routes and those servicing major employment hubs, reduce service for 18 routes, and eliminate three routes funded by Congestion Mitigation and Air Quality (CMAQ) grant.

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’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

The 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 population 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 a 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.

TARC adopts the following for disparate impacts and disproportionate burden policies for major service and fare changes.

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 in accordance with FTA guidance.

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 in accordance with FTA guidance.

Description of Changes

In response to impending budget constraints, TARC is proposing changes to over half of the existing routes. These changes will reduce systemwide revenue miles by -6.3% with five routes increasing or decreasing revenue miles by greater than 25.0% resulting in a “major service change” as defined in TARC’s Title VI policy. These changes require the service equity analysis included in this document.

The following describes proposed service changes to the TARC system:

Route Elimination:

- **#22 – 22nd Street**
- **#52 – Medical Center Circulator**
- **#63 – Crums Lane**

Route Adjustment

- **#18 – Dixie Highway**
 - Realigning northern terminus from Downtown terminus to 35th Street and Portland Ave. This adjustment will cover the discontinued route #22 north of Algonquin Pkwy.
 - Realigning southern terminus from Dixie Hwy @ Valley Station Road to Dixie Hwy @ Greenwood Rd.

Route Expansion

- **#29 – Eastern Parkway**
 - Route extended to absorb #63 west of Dixie Highway.
 - Frequency improvement from 60 to 50-minute headways.

Service Equity Analysis

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 to which each impacted route 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.

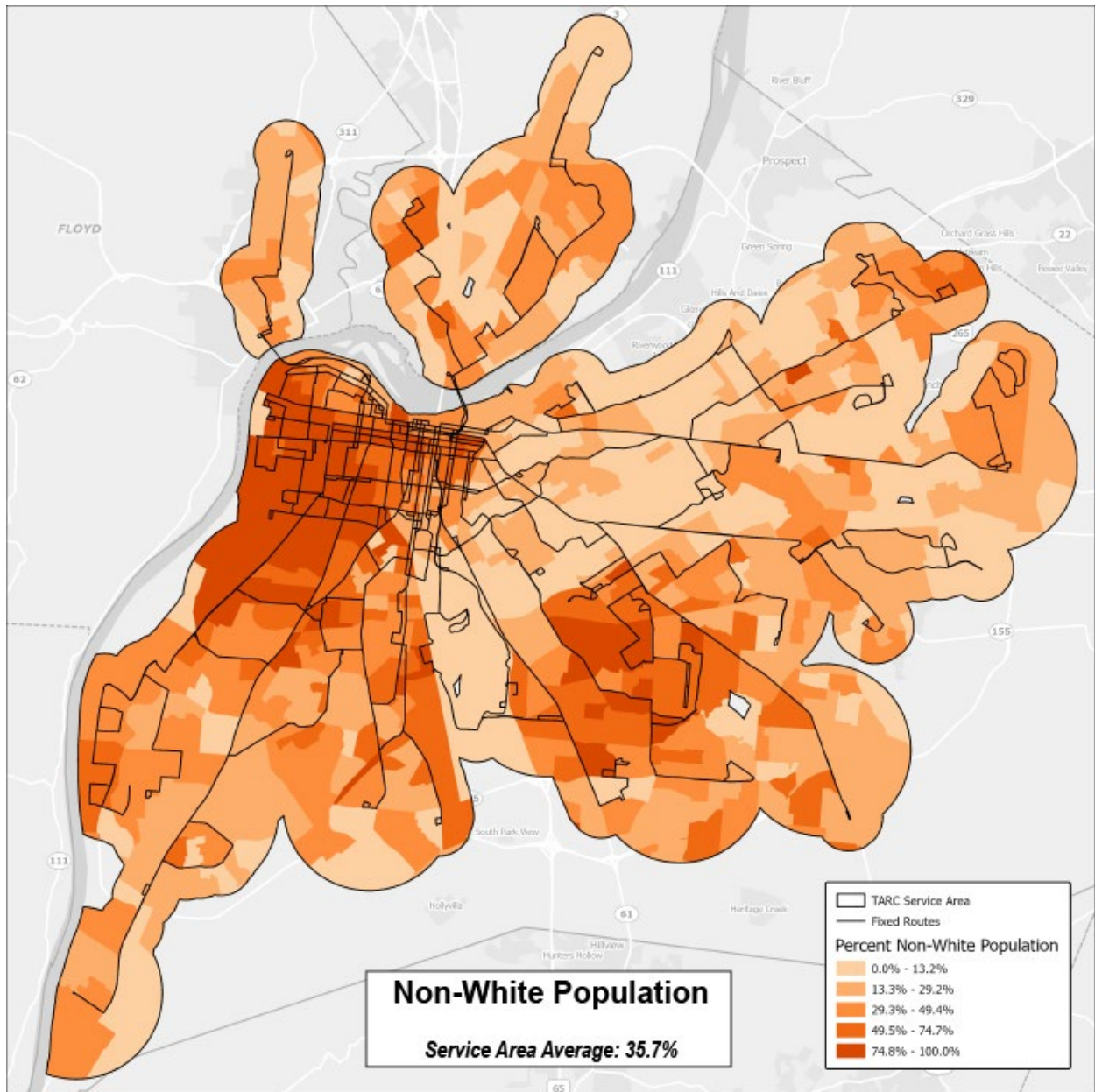
Title VI Populations	% of TARC Service Area ¹⁴
Minority ¹⁵	35.9%
Low-Income ¹⁶	15.2%

C. Table 3 – TARC Service Area Demographic Data

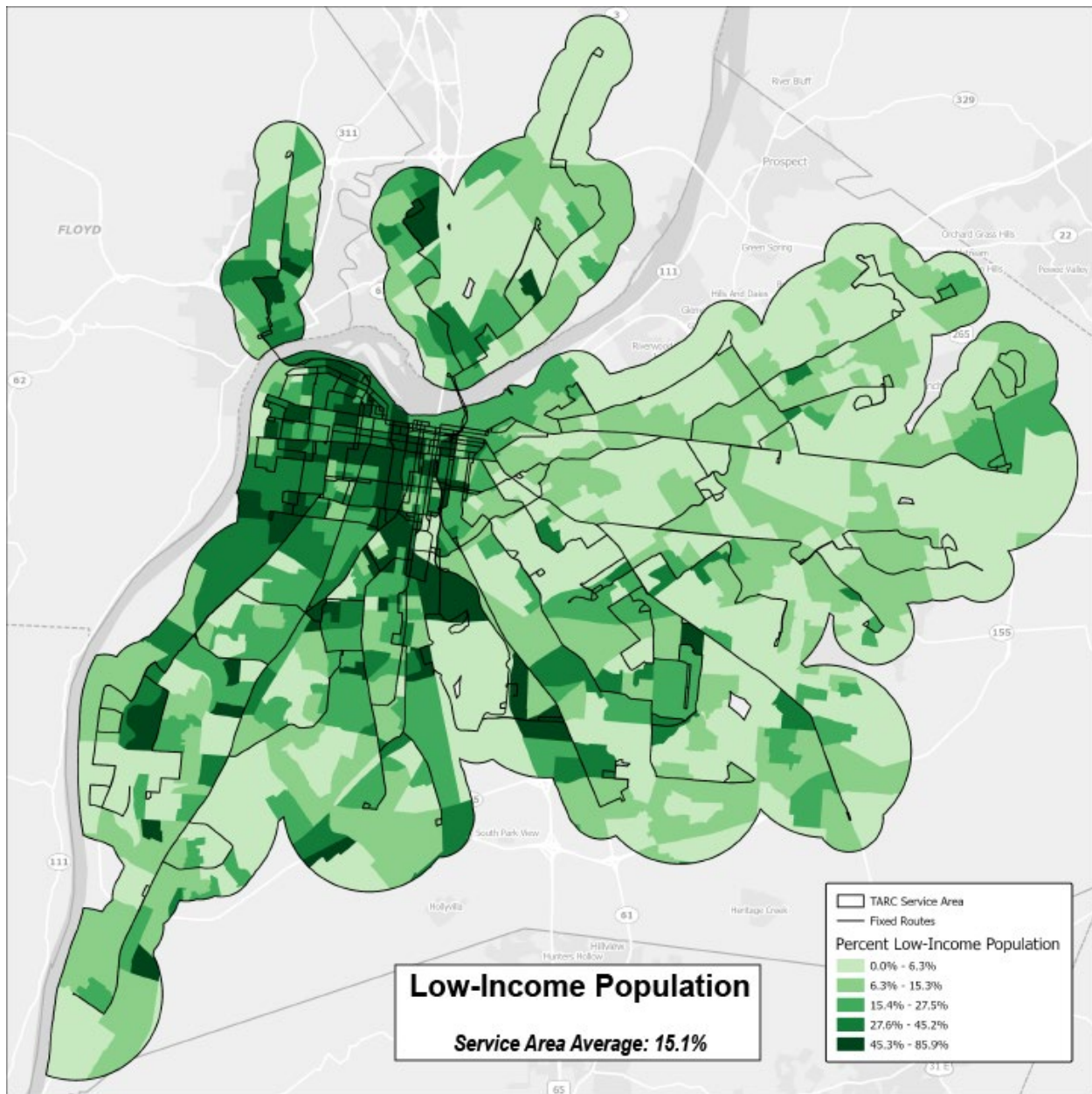
¹⁴ The TARC service area uses a .75-mile buffer from each stop and 2-mile buffer from the center of active Park and Ride Lots

¹⁵ Source: 5-year (2019-2023) American Census Survey Table B03002: Hispanic or Latino Origin by Race, Total minus Not Hispanic or Latino: White Alone

¹⁶ Source: 5-year (2019-2023) American Census Survey Table C17002: Ratio of Income to Poverty Level, 0.0 to .49 plus .50 to .99



D. Figure 1 – TARC Service Area; Percent Minority by Block Group



E. Figure 2 – TARC Service Area; Percent Low Income Block Groups

This analysis uses FTA’s guidance that “passengers will generally walk up to one-quarter mile to bus stops.” Individual route service areas are defined as the sum of each bus stop’s surrounding one-quarter mile area. The route service areas were used to create the demographic profile summary in **Table 2**.

July 2024 Demographics						
Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Minority %	Low Income %
18	28,729	16,260	27,510	6,509	56.6%	23.7%
22	15,816	13,563	15,691	5,412	85.8%	34.5%
29	37,580	10,770	36,179	5,798	28.7%	16.0%
52	8,268	5,290	6,734	3,325	64.0%	49.4%
63	32,086	17,302	30,179	7,526	53.9%	24.9%
Service Area	759,343	271,628	742,213	112,374	35.7%	15.1%
January 2025 Demographics						
Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Minority %	Low Income %
18	24,300	15,935	23,972	6,498	65.6%	27.1%
29	50,408	19,077	49,170	8,299	37.8%	16.9%
Service Area	741,667	266,136	724,713	110,039	35.9%	15.2%

F. Table 4 - Summary of Service Change Levels and Route Service Area Demographics

Major Service Changes Analysis

Major service changes are those where revenue miles are adjusted +/- 25% and require a service equity analysis to determine if potential changes would have a disparate impact on minority populations or place a disproportionate burden on low-income populations. **Table 2** identifies major service changes proposed for routes #15, #17, #25, #40, #46, #71, #73, and #74. The following analysis evaluates the impact of these major service changes.

Route #15

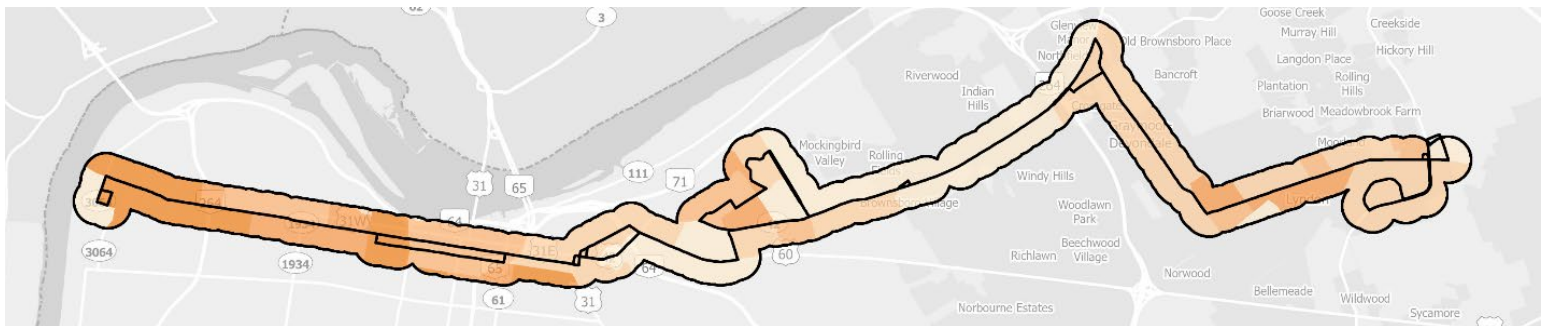


Figure 3.1 – Route 15 Service Area; Percent Minority Block Groups

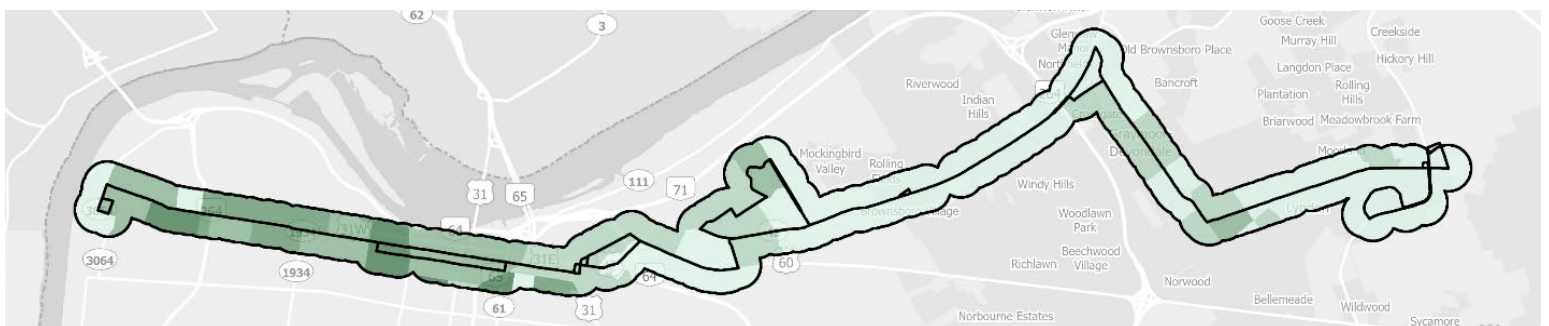


Figure 3.2 – Route 15 Service Area; Percent Low Income Block Groups

Route #15 will see a 44.24% reduction in revenue miles constituting a major service change. **Table 3** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area:

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
15	39,341	14,573	36,898	6,608	37.0%	17.9%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 3 – Route 15 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #17

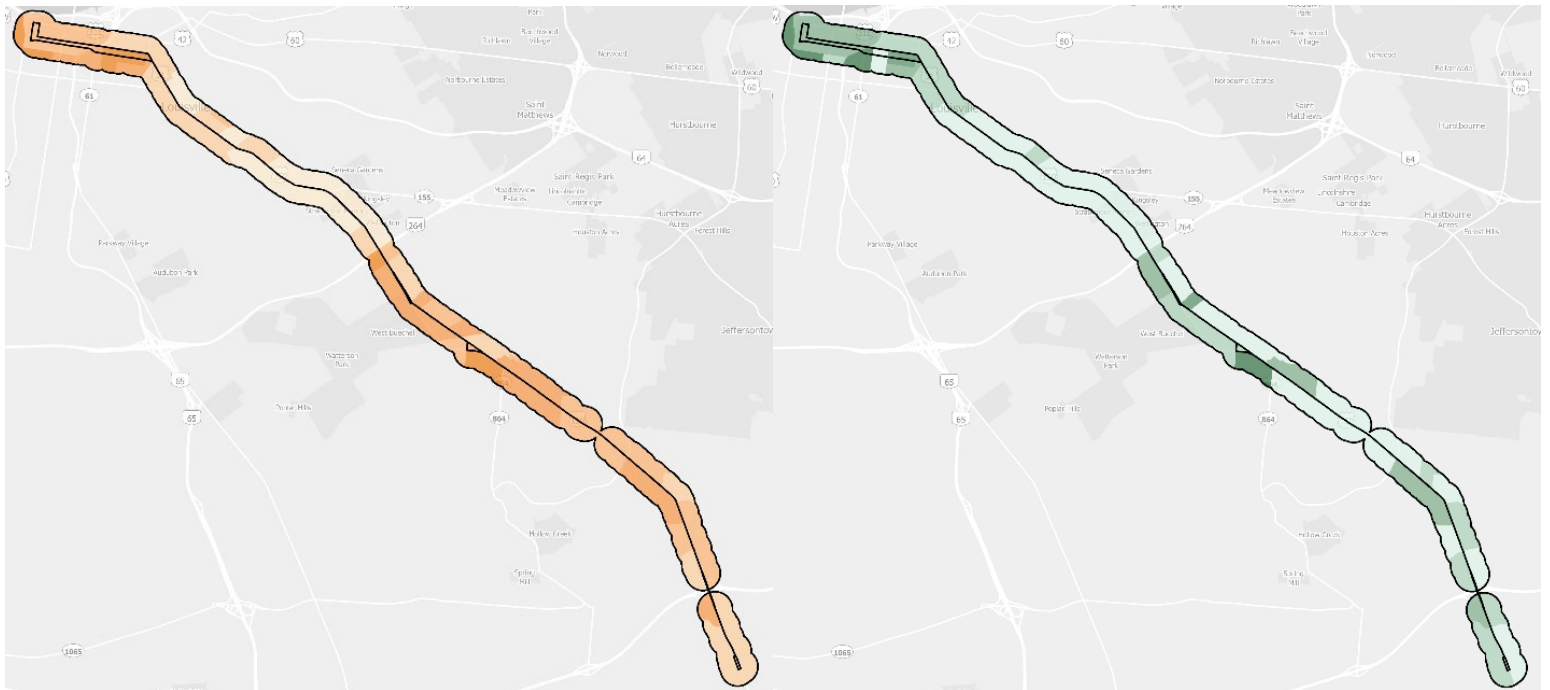


Figure 4 – Route 17 Service Area; 4.1 Percent Minority Block Groups and 4.2 Percent Low Income Block Groups

Route #17 will see a 33.60% reduction in revenue miles constituting a major service change. **Table 4** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
17	32,738	10,524	30,903	4,543	32.1%	14.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 4 – Route 17 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #25

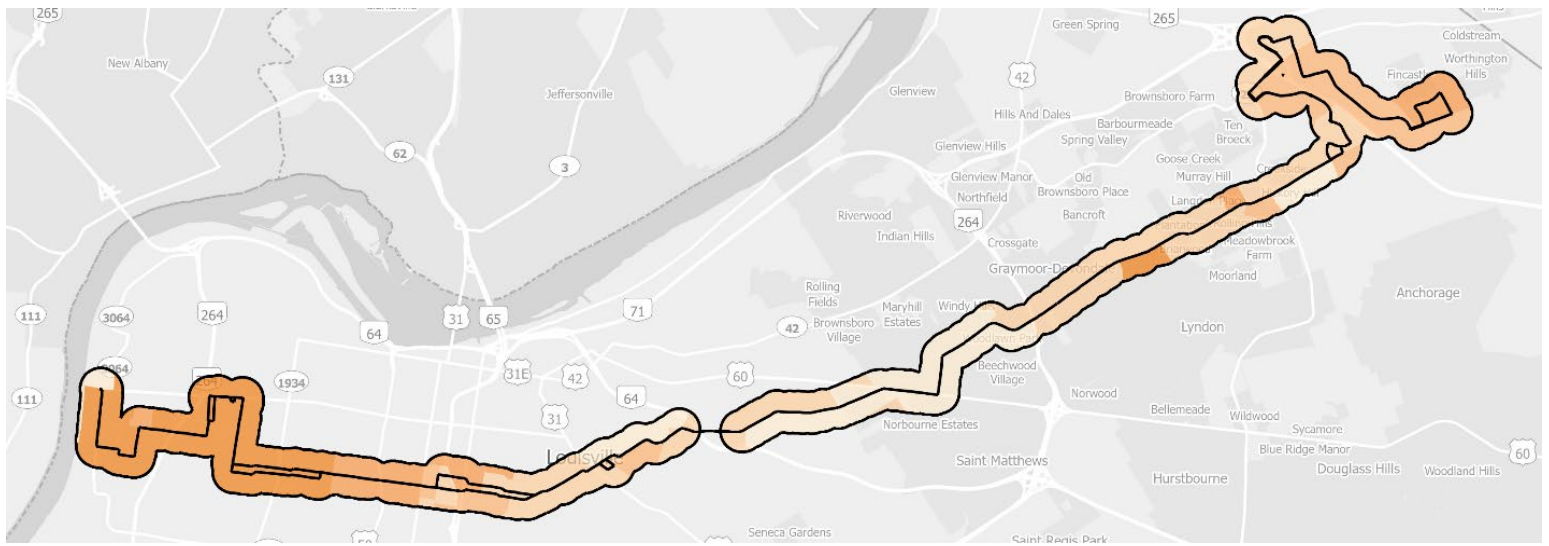


Figure 5.1 – Route 25 Service Area; Percent Minority Block Groups

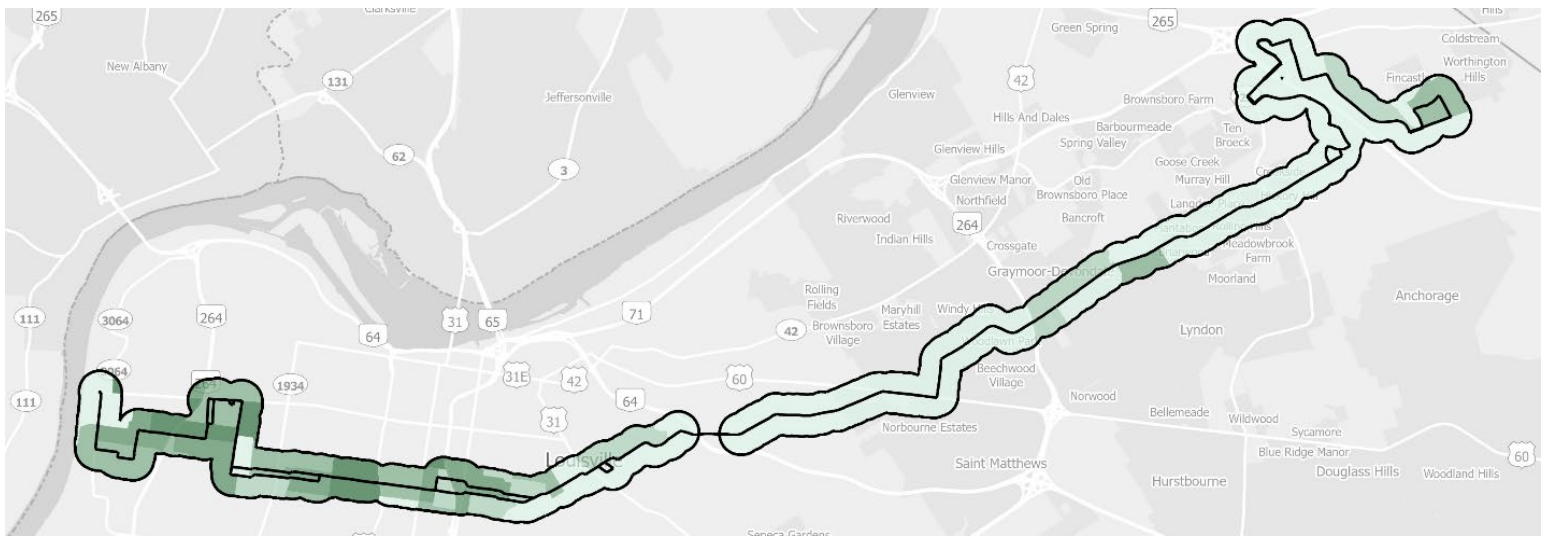


Figure 5.2 – Route 25 Service Area; Percent Low Income Block Groups

Route 25 will see a 34.68% reduction in revenue miles constituting a major service change. **Table 5** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
25	47,721	21,564	47,093	8,560	45.2%	18.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 5 – Route 25 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.

While route 25 frequencies will be significantly reduced with Saturday Plus service proposal, passengers on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including all four high frequency routes, 4, 10, 23 and 28, that will continue operating their regular 15 min schedules on weekdays.

Route #40

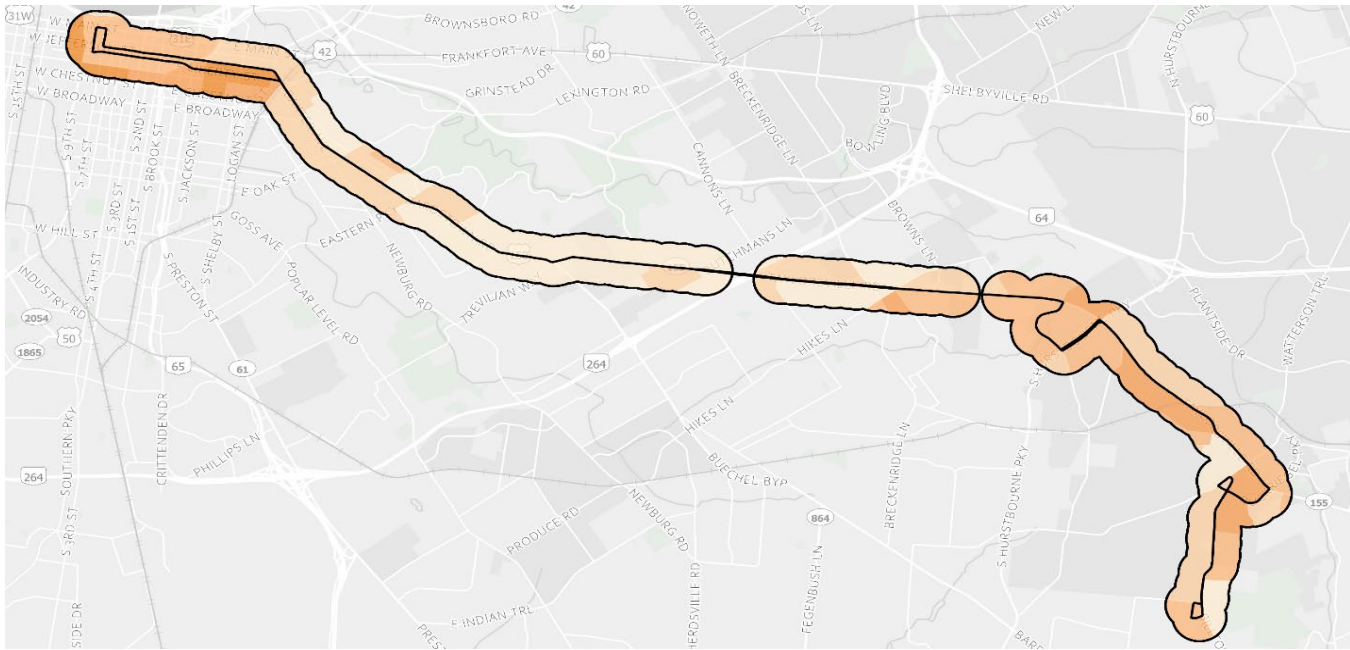


Figure 6.1 – Route 40 Service Area; Percent Minority Block Groups

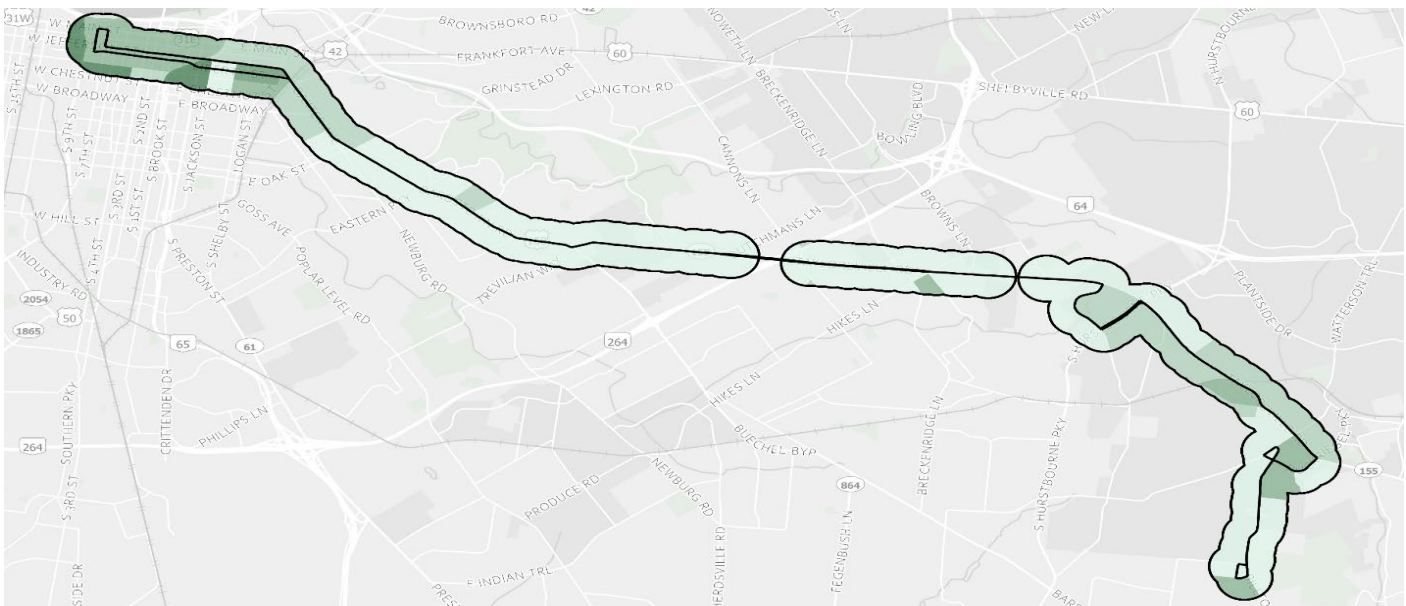


Figure 6.2 – Route 40 Service Area; Percent Low Income Block Groups

Route #40 will see a 41.87% reduction in revenue miles constituting a major service change. **Table 6** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
40	34,690	8,596	32,514	3,984	24.8%	12.3%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 6 – Route 40 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #46

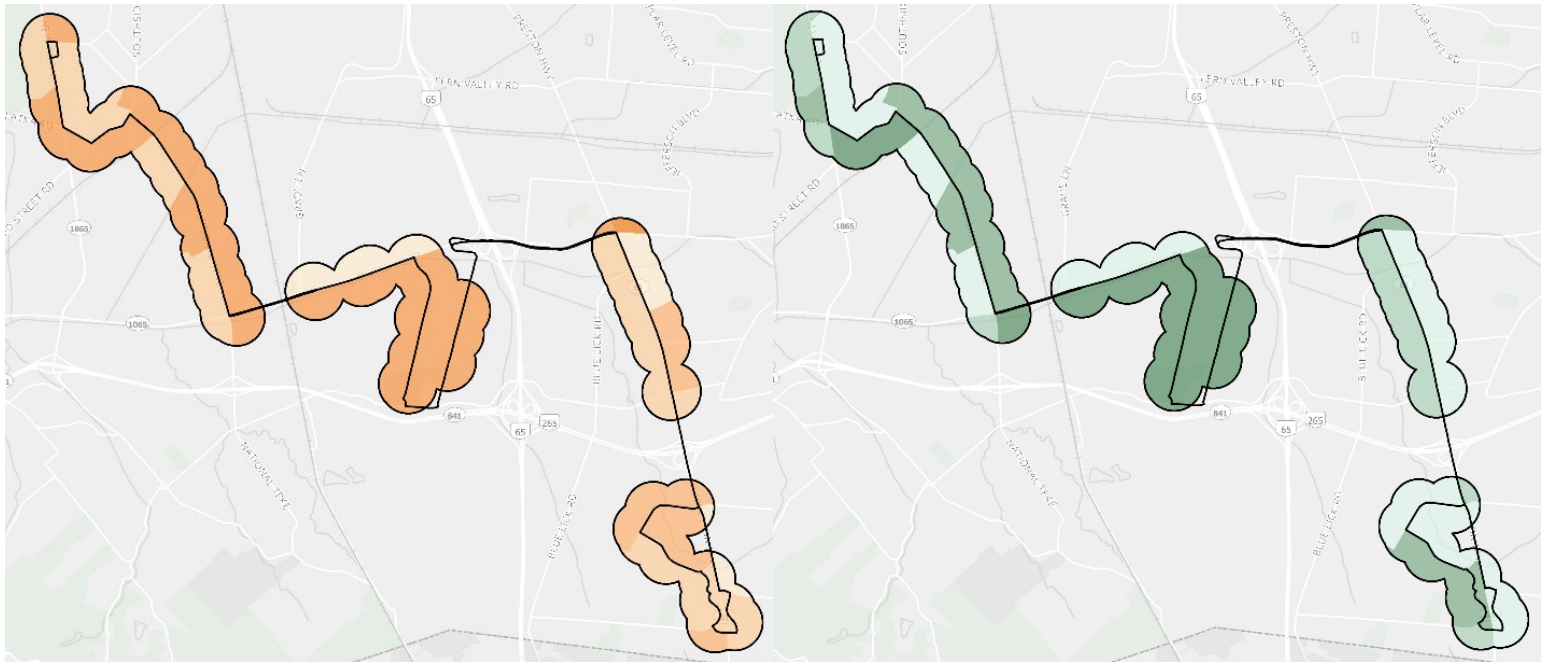


Figure 7 – Route 46 Service Area; 7.1 Percent Minority Block Groups and 7.2 Percent Low Income Block Groups

Route #46 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 7** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
46	10,933	4,155	10,803	2,009	38.0%	18.6%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 7 – Route 46 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.

Route #71

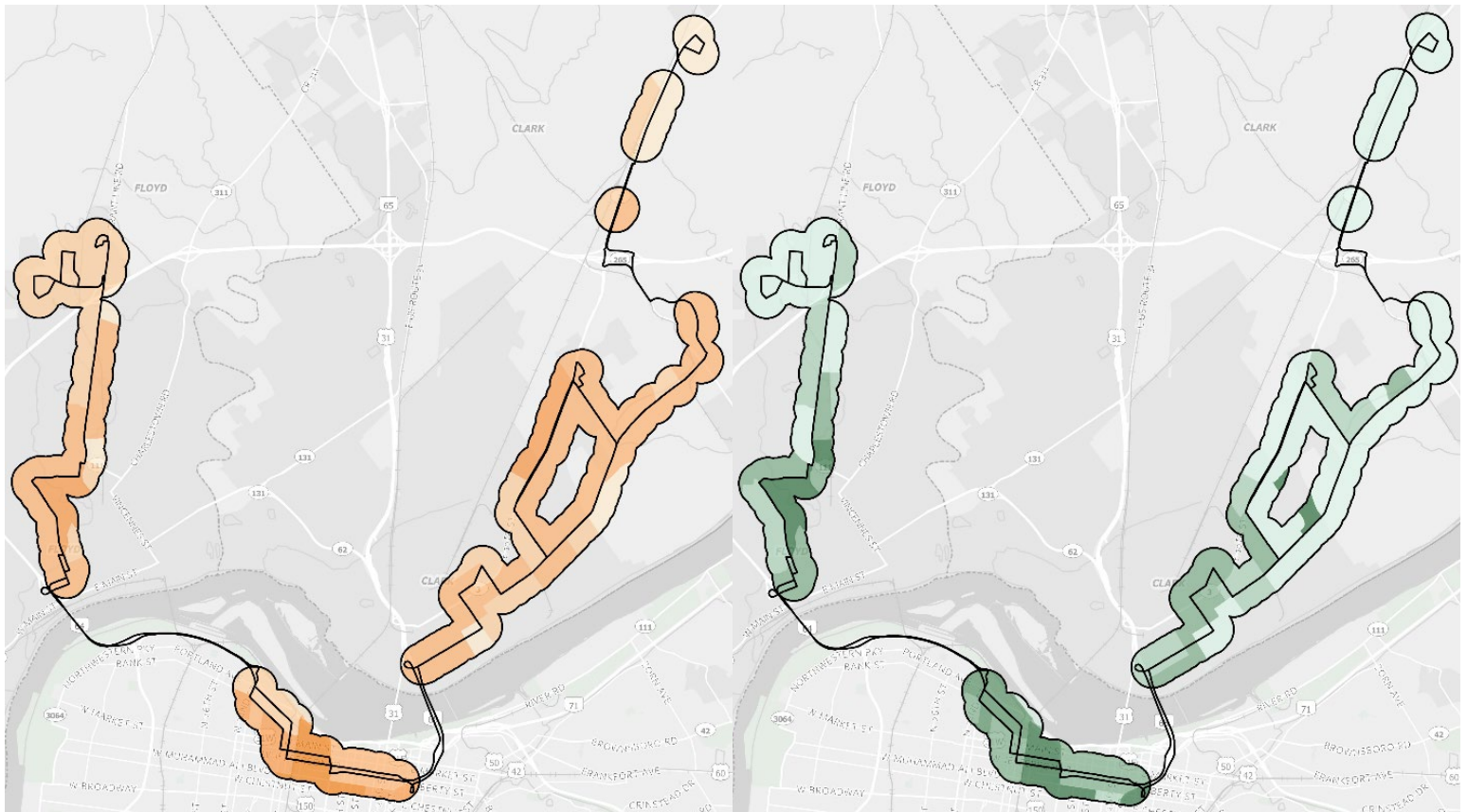


Figure 8 – Route 71 Service Area; 8.1 Percent Minority Block Groups and 8.2 Percent Low Income Block Groups

Route #71 will see a 33.68% reduction in revenue miles constituting a major service change. **Table 8** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
71	29,464	10,276	26,948	5,969	34.9%	22.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 8 – Route 71 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #73

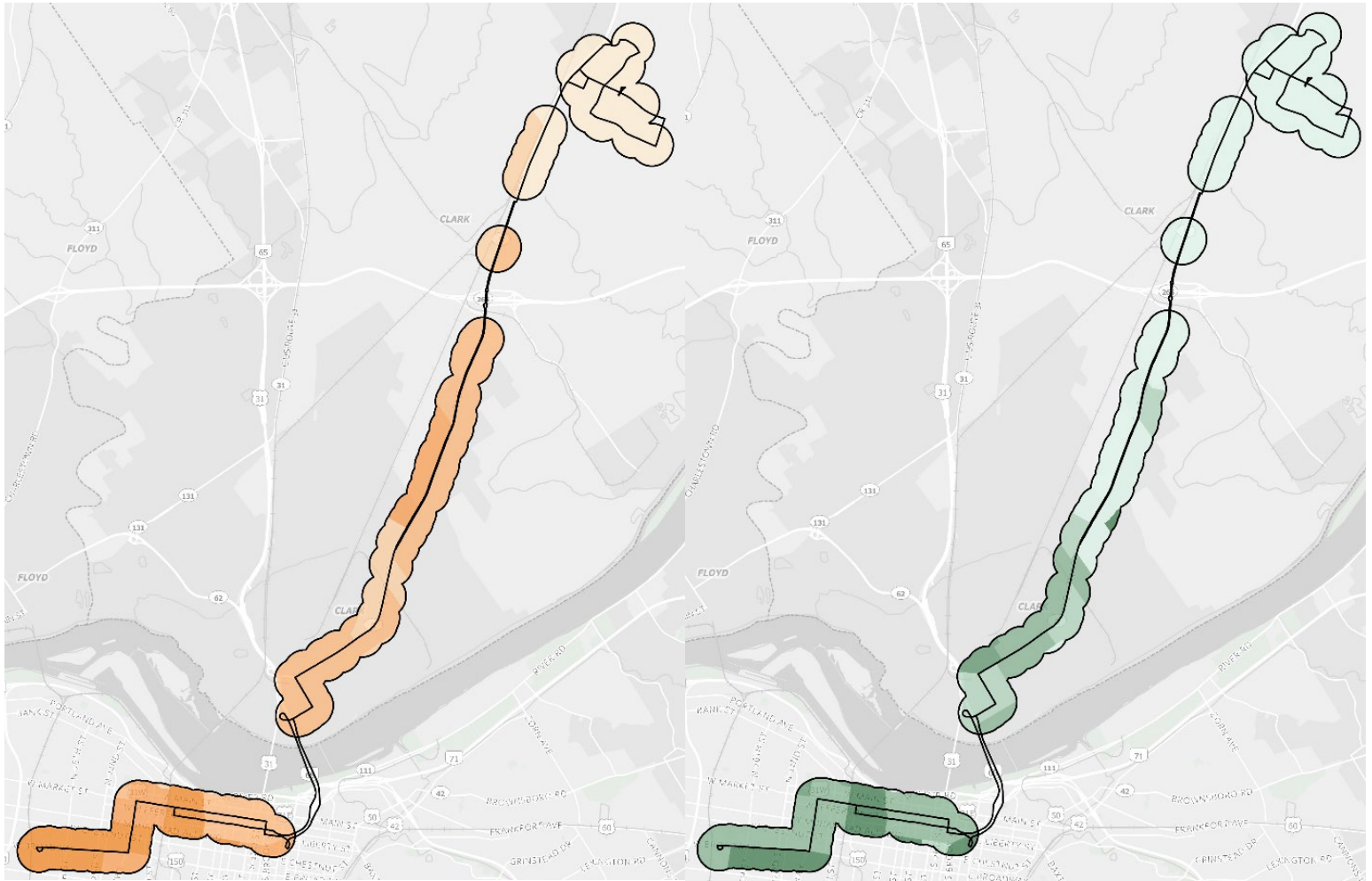


Figure 9 – Route 73 Service Area; 9.1 Percent Minority Block Groups and 9.2 Percent Low Income Block Groups

Route #73 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 9** provides a demographic analysis of the surrounding 1/4 mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
73	18,954	9,698	16,934	4,527	51.2%	26.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 9 – Route 73 Service Area Demographics

The route service area demographics do exceed the +/- 10% threshold of the service area minority demographics, however, this route is covered in downtown Louisville area by several other routes, and in Jeffersonville by routes 71 and 72. Passengers traveling on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including four high frequency routes, 4, 10, 23 and 28, that will continue operating their regular 15 min schedules on weekdays.

Route #74

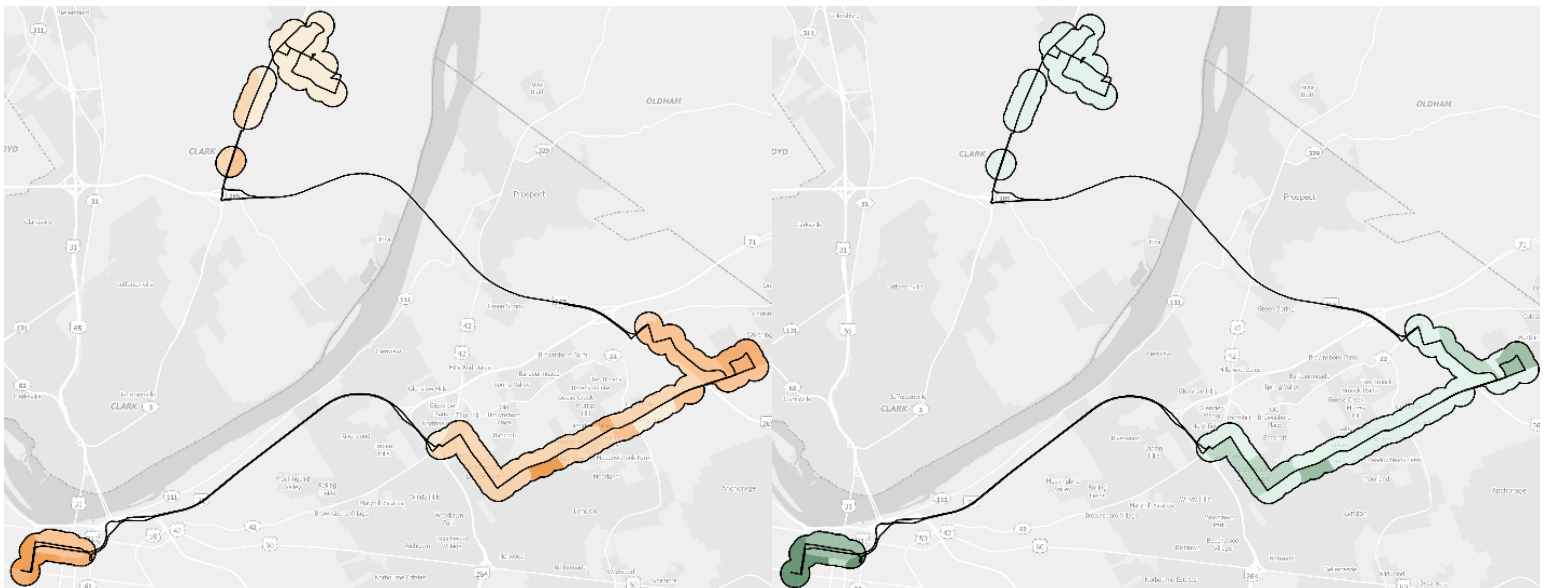


Figure 10 – Route 74 Service Area; 10.1 Percent Minority Block Groups and 10.2 Percent Low Income Block Groups

Route #74 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 10** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
74	18,316	6,908	16,824	2,638	37.7%	15.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

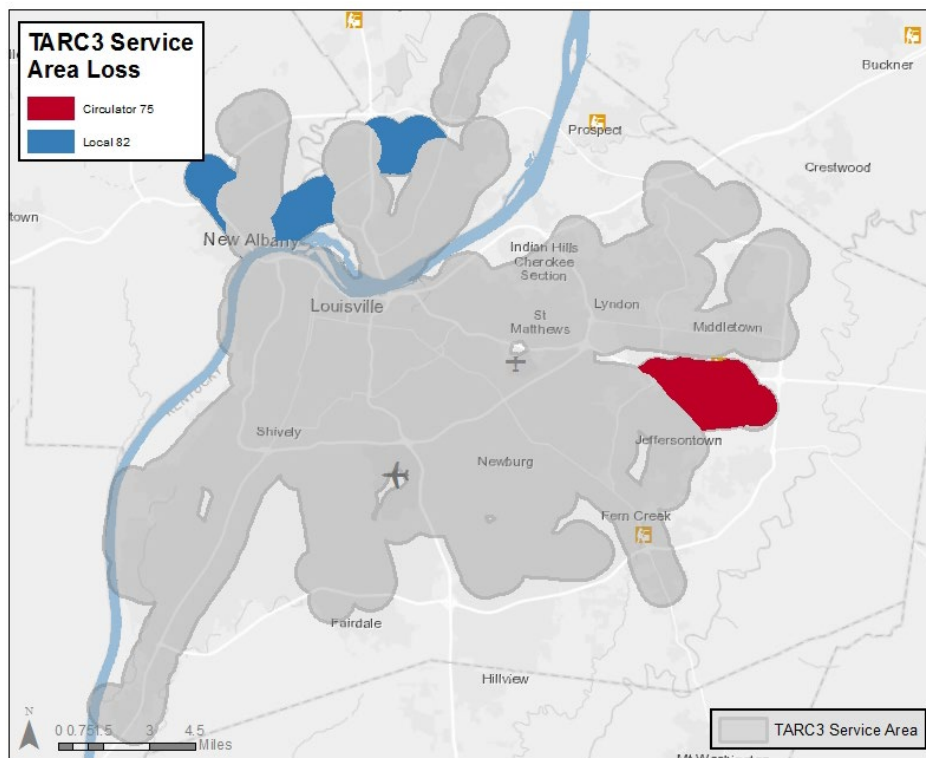
Table 10 – Route 74 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Additional Analysis Notes and Comments

TARC recognizes routes with a >25% change as a major service change. However, there are routes that have significant frequency changes, but do not meet the 25% threshold standards. These routes have been noted and analyzed as well. Routes 2, 21, 29, 43, 63, and 72 all have a revenue hours reduction between 22.5% and 24.9%. Some of these routes have been identified as routes that would fall under a major service change in a “traditional” Saturday schedule. Measures have been taken to add additional trips throughout a weekday schedule to bring these routes below the major service change threshold, and thus reducing potential impact of service reductions along these routes.

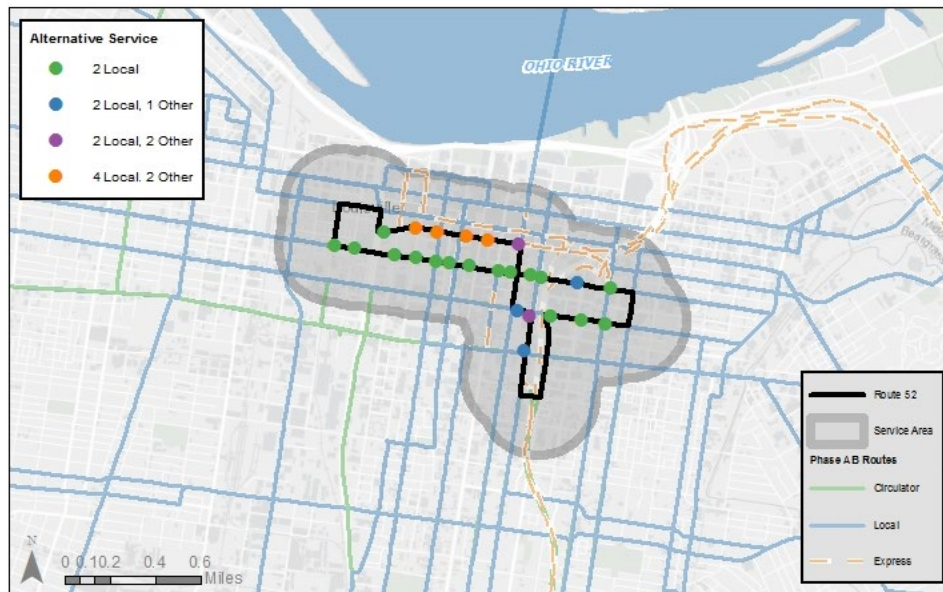
The TARC3 service area will also experience a reduction. The 7.6 square miles of Circulator 75 service area being lost includes 44 registered TARC3 users' home addresses. These users generate an average of 513 trips a month. The 7.11 square miles of Local 82 service area being lost includes 30 registered 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

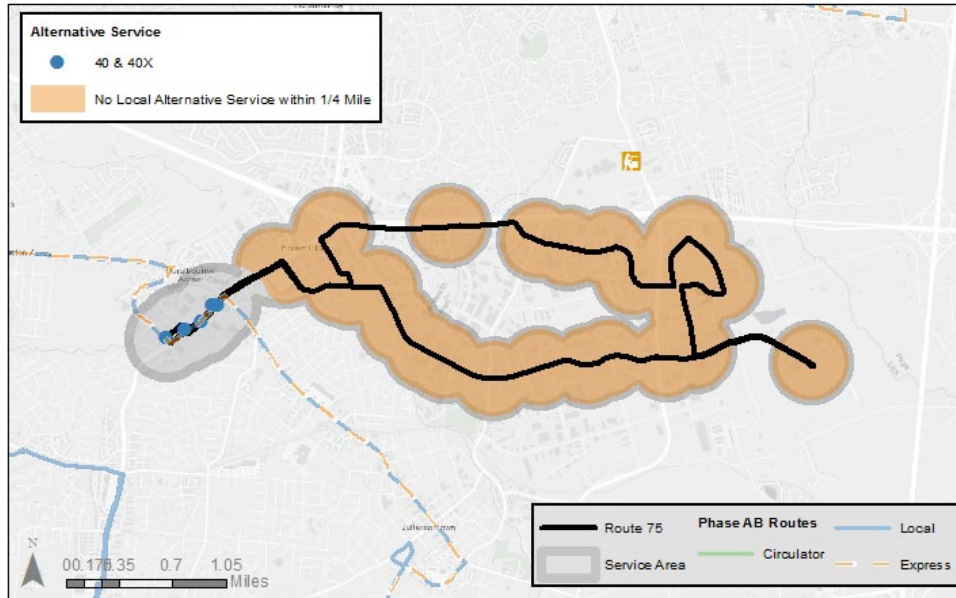
Circulators : 93, 99

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 3. Route 75 Impact and Alternative Analysis

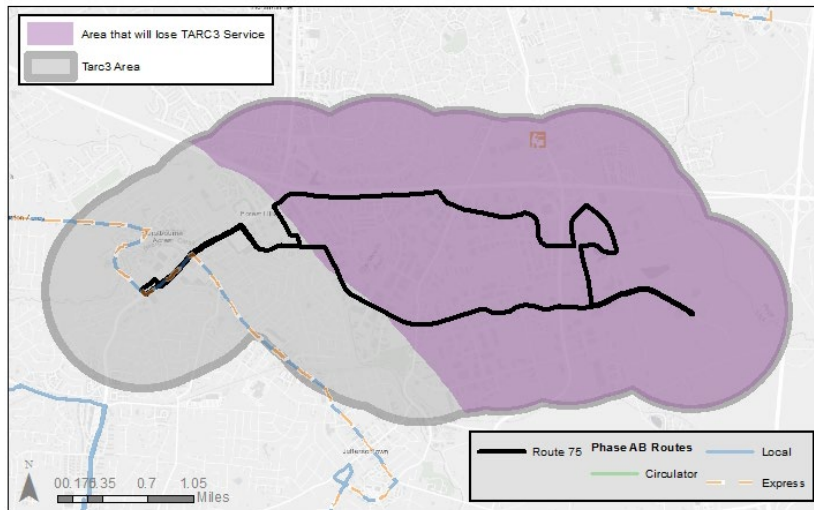


	Route 75 0.25 mile service area	TARC Service Area	
Minority Pop.	24%	31%	Disparate Statistical Impact -7%
Low-income Pop.	3%	15%	
Population	2,995	823,156	Disproportionate Statistical Impact -12%
Minority Pop.	711	254,750	
Low-income pop.	99	125,248	
Sq Miles	3.07	387	

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.

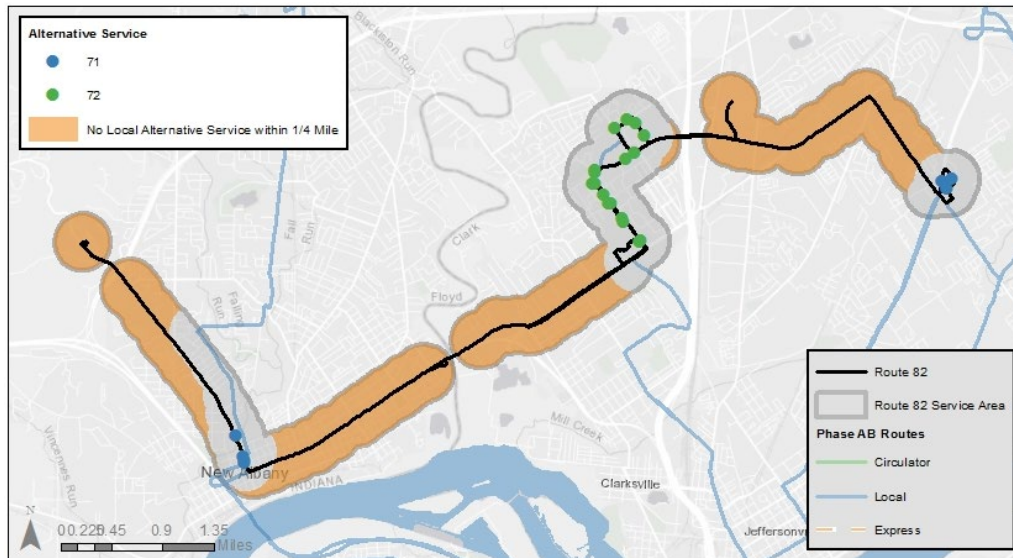
Figure 22. Route 75 Paratransit Service Area



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 4. Route 82 Impact and Alternative Analysis

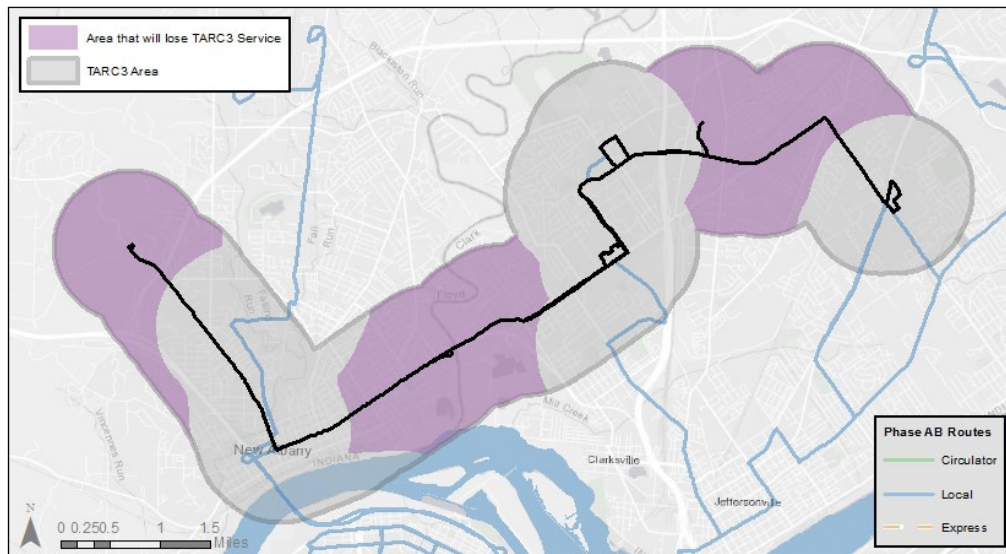


	Route 82 0.25 mile service area	TARC Service Area	
Minority Pop.	22%	31%	Disparate Statistical Impact -9%
Low-income Pop.	18%	15%	
Population	14,958	823,156	Disproportionate Statistical Impact +3%
Minority Pop.	3,331	254,750	
Low-income pop.	2,742	125,248	
Sq Miles	5.63	387	

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 1st 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.		
TARC Service Area	31%	15%	823,156	254,750	125,248		
Areas that lost all service	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
61	30%	13%	10,712	3,241	1,444	-1%	-2%
67	59%	41%	2,871	1,707	1,185	29%	26%
78	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.		
TARC Service Area	31%	15%	823,156	254,750	125,248		
Areas that lost all service	Minority Pop.	Low-income Pop.	Population	Minority Pop.	Low-income pop.	Disparate Statistical Impact	Disproportionate Statistical Impact
67	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.

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.

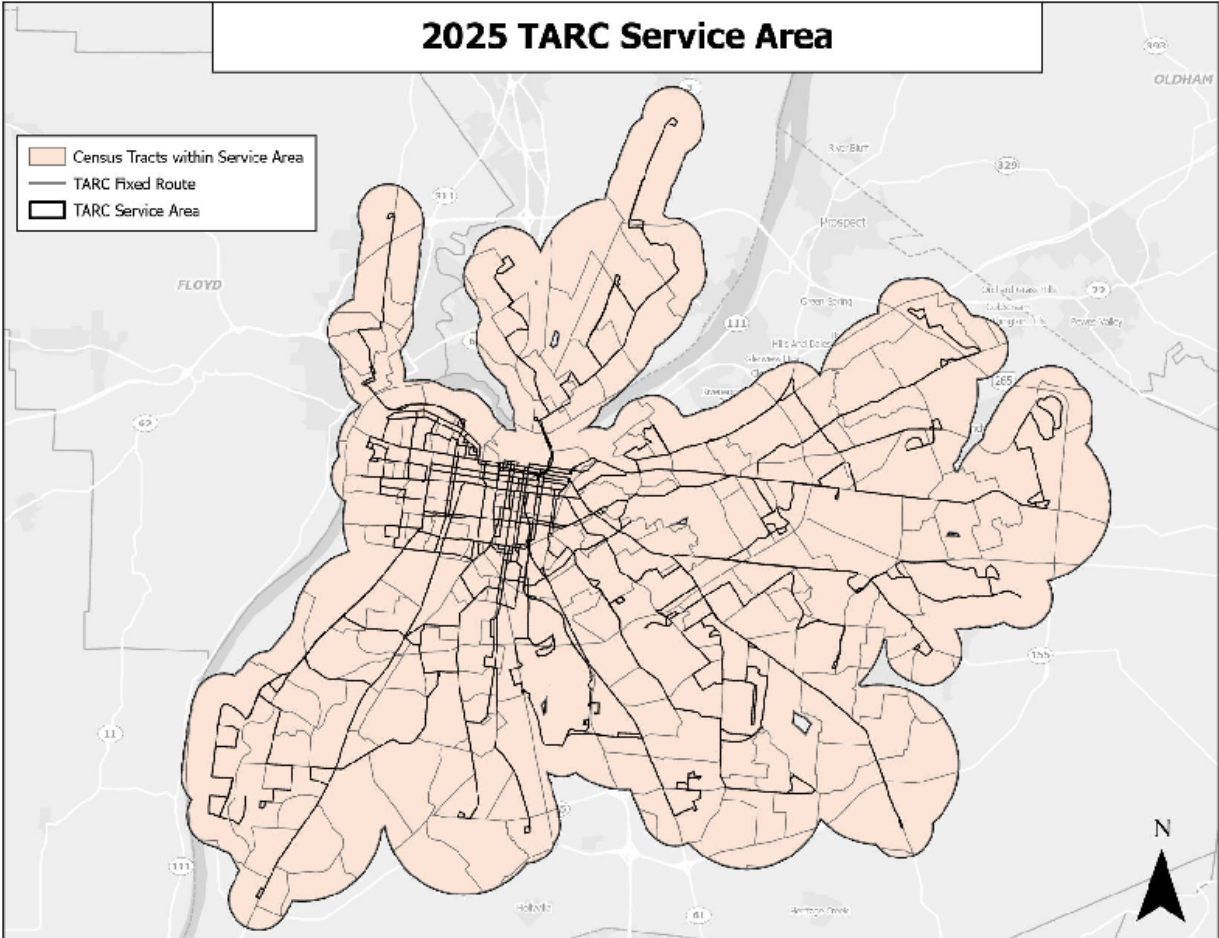
In order to perform this analysis a demographic profile was generated for TARC's service area. This provides a baseline for which each route's impact can be compared. The population of the Title VI communities as a percentage of the total population of the TARC service area is shown in the **Figure 1** below.

Figure 1: 2025 TARC Service Area Title VI Percentages

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 and the portions of area census tracts included in this analysis.

Figure 2: 2025 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.

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 demographic profiles by route.

Figure 4: Minority Population within TARC Service Area

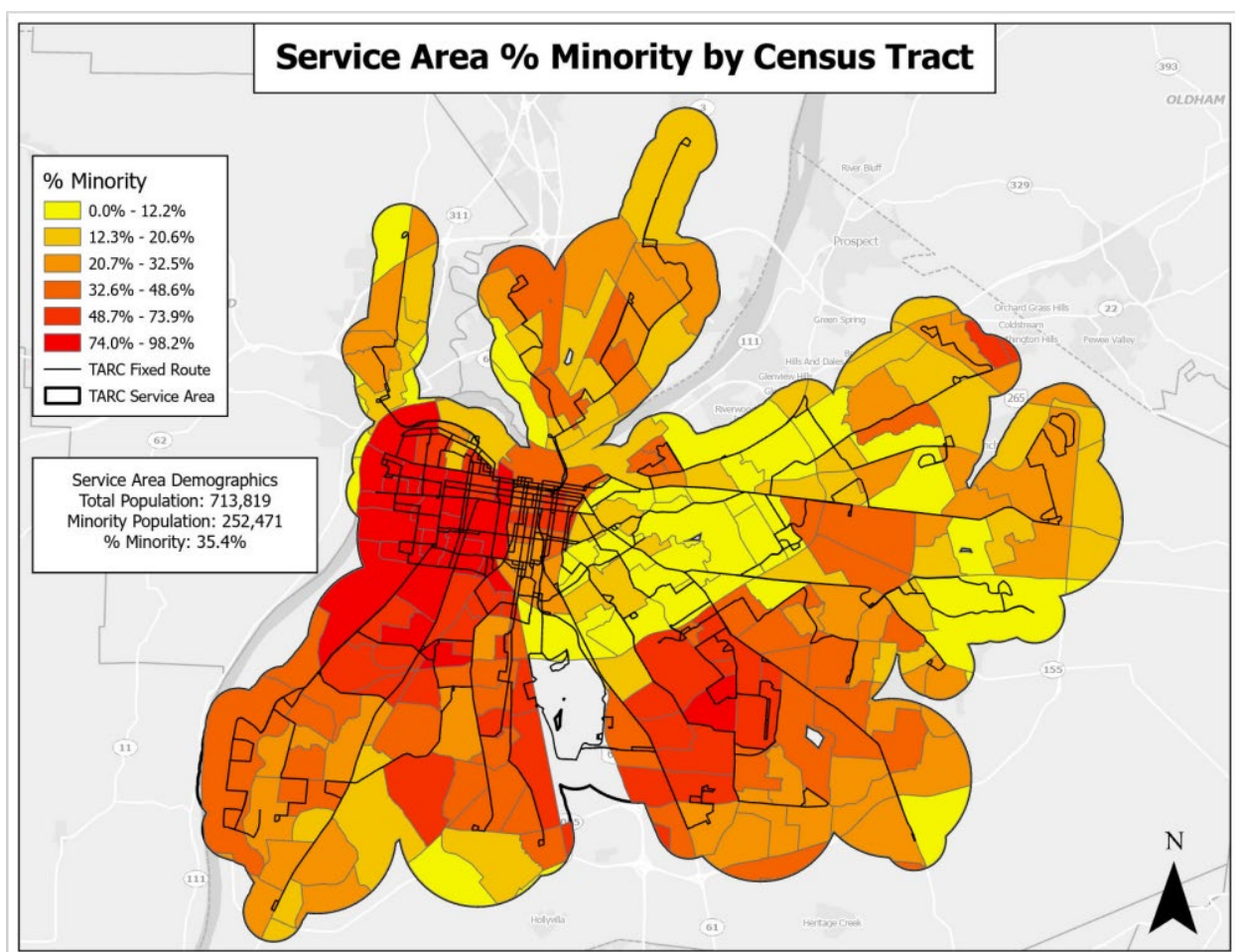
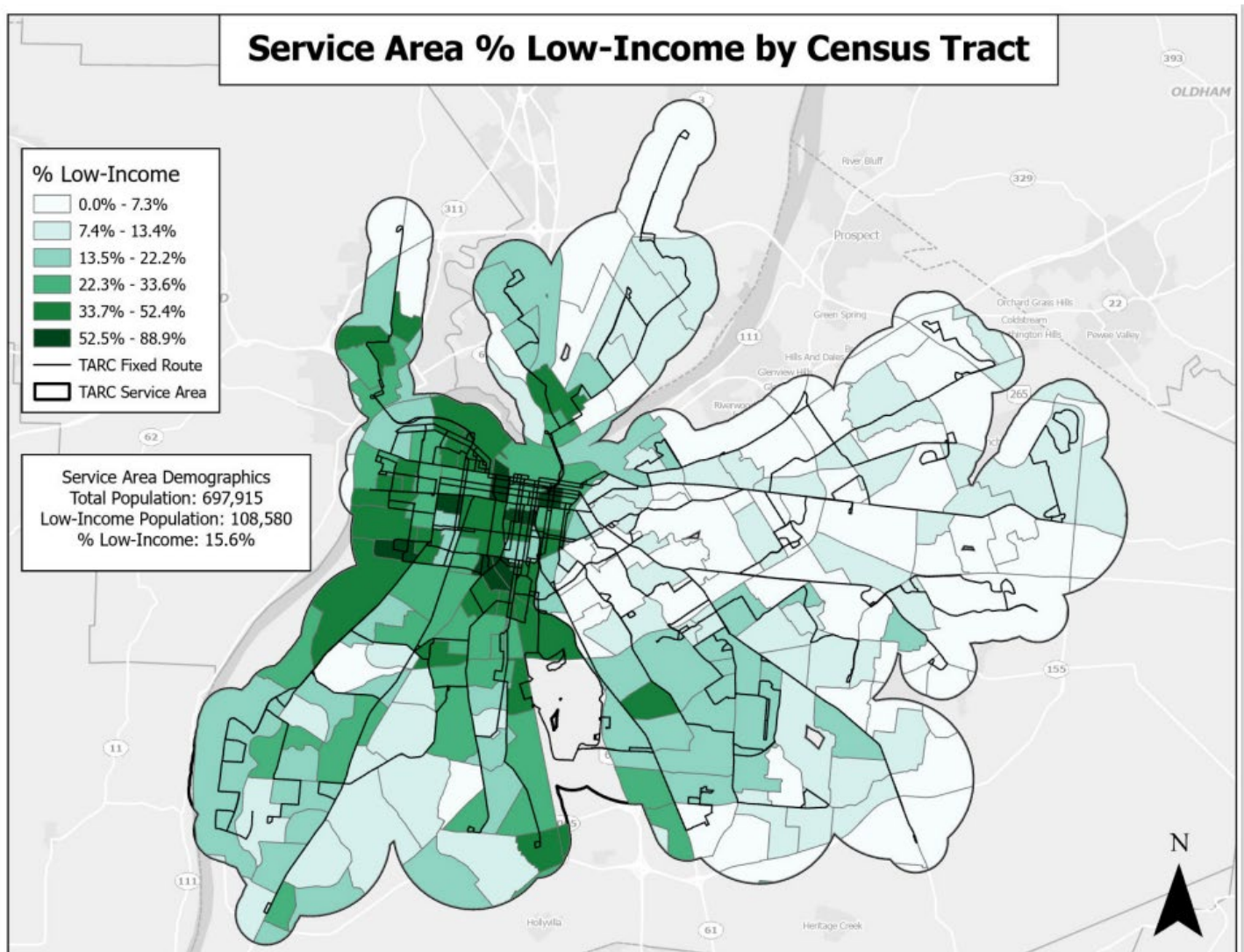


Figure 5: Low-Income Population within TARC Service Area



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 (15.6% low income).

Appendix Q

Low Income Route Table

Route Number	Length Non-Minority CT	% Non-Minority Tract	Length Minority	% Minority Tract	Designation
2	7.0	65.6	3.7	34.4	Minority
4	1.7	9.0	17.2	91.0	Minority
6	2.7	19.8	11.1	80.6	Minority
10	6.6	42.0	9.1	58.0	Minority
12	1.0	10.4	8.8	89.6	Minority
15	16.3	58.1	11.8	41.9	Minority
17	8.6	65.9	4.4	34.1	Minority
18	6.8	39.3	10.5	60.7	Minority
19	11.5	25.5	33.5	74.5	Minority
21	7.2	30.7	16.2	69.3	Minority
23	15.8	40.3	23.4	59.7	Minority
25	17.2	65.0	9.2	34.9	Minority
27	5.0	36.3	8.8	63.7	Minority
28	10.8	44.0	13.8	56.0	Minority
29	14.3	46.7	16.3	53.3	Minority
31	20.0	74.0	7.0	26.0	Non-Minority
40	14.9	78.6	4.1	21.4	Non-Minority
43	12.1	44.0	15.3	56.0	Minority
71	27.3	67.2	13.3	32.8	Non-Minority
72	9.2	67.7	4.4	32.3	Non-Minority
75	11.5	100.0	0.0	0.0	Non-Minority
93	19.4	70.4	8.1	29.6	Non-Minority
94	2.3	78.8	0.6	21.2	Non-Minority
99	14.7	47.0	16.6	53.0	Minority

Appendix R

Low Income Tract Table

1

Census Tract Name	Total Surveyed within Service Area	Low Income Population within Service Area	% Low Income	Low Income Tract
Census Tract 707	2,715	647	23.8%	Low Income Tract
Census Tract 704	1,618	348	21.5%	Low Income Tract
Census Tract 703.02	815	112	13.8%	
Census Tract 708.01	1,341	610	45.5%	Low Income Tract
Census Tract 706	148	14	9.5%	
Census Tract 705	2,429	714	29.4%	Low Income Tract
Census Tract 702	38	8	22.1%	Low Income Tract
Census Tract 708.02	3,758	621	16.5%	Low Income Tract
Census Tract 709.01	4,138	281	6.8%	
Census Tract 709.02	1,658	751	45.3%	Low Income Tract
Census Tract 712	22	1	4.6%	
Census Tract 710.07	874	35	3.9%	
Census Tract 710.06	1,892	133	7.0%	
Census Tract 507.06	1,742	44	2.5%	
Census Tract 505.05	124	12	9.3%	
Census Tract 507.05	1,109	137	12.4%	
Census Tract 503.05	2,632	187	7.1%	
Census Tract 505.04	1,701	296	17.4%	Low Income Tract
Census Tract 503.03	2,441	349	14.3%	
Census Tract 502	3,418	1,301	38.1%	Low Income Tract
Census Tract 501	1,427	396	27.8%	Low Income Tract
Census Tract 504.04	3,375	238	7.1%	
Census Tract 506.05	3,353	135	4.0%	
Census Tract 506.06	3,912	136	3.5%	
Census Tract 504.03	2,432	447	18.4%	Low Income Tract
Census Tract 503.04	5,503	694	12.6%	
Census Tract 503.06	2,446	125	5.1%	
Census Tract 504.01	1,250	113	9.0%	
Census Tract 505.03	5,547	896	16.2%	Low Income Tract
Census Tract 506.03	7,768	996	12.8%	
Census Tract 506.04	4,064	504	12.4%	
Census Tract 111.09	2,682	138	5.1%	
Census Tract 111.10	4,236	282	6.7%	
Census Tract 87	3,401	64	1.9%	
Census Tract 51	3,241	1,196	36.9%	Low Income Tract
Census Tract 115.08	6,020	446	7.4%	
Census Tract 75.01	3,200	66	2.1%	
Census Tract 127.02	792	204	25.7%	Low Income Tract
Census Tract 120.03	376	58	15.5%	
Census Tract 63	1,714	234	13.7%	
Census Tract 127.01	3,230	1,610	49.8%	Low Income Tract
Census Tract 79	1,800	82	4.6%	
Census Tract 17	1,797	366	20.4%	Low Income Tract
Census Tract 113.02	7,782	1,262	16.2%	Low Income Tract
Census Tract 75.02	259	9	3.5%	
Census Tract 125.03	3,378	608	18.0%	Low Income Tract
Census Tract 100.07	4,477	285	6.4%	
Census Tract 121.07	453	93	20.7%	Low Income Tract
Census Tract 100.06	3,944	395	10.0%	
Census Tract 122.05	1,830	507	27.7%	Low Income Tract
Census Tract 122.06	5,228	333	6.4%	
Census Tract 93	4,912	341	6.9%	
Census Tract 96	4,747	160	3.4%	
Census Tract 97	2,438	88	3.6%	
Census Tract 98	2,623	230	8.8%	
Census Tract 70	1,735	117	6.7%	
Census Tract 74	1,921	288	15.0%	
Census Tract 76.01	1,588	123	7.7%	
Census Tract 76.02	3,465	446	12.9%	
Census Tract 76.03	2,531	417	16.5%	Low Income Tract
Census Tract 78	3,137	152	4.8%	
Census Tract 81	3,691	333	9.0%	
Census Tract 83	2,443	99	4.1%	
Census Tract 112.02	3,547	309	8.7%	
Census Tract 112.01	1,740	145	8.3%	
Census Tract 111.17	3,379	496	14.7%	
Census Tract 111.15	3,544	360	10.2%	
Census Tract 111.16	2,924	136	4.7%	
Census Tract 110.08	3,124	541	17.3%	Low Income Tract
Census Tract 59.02	1,821	428	23.5%	Low Income Tract
Census Tract 110.06	2,623	392	14.9%	
Census Tract 116.05	1,759	55	3.1%	
Census Tract 104.07	3,922	241	6.1%	
Census Tract 107.08	2,630	290	11.0%	
Census Tract 116.06	20	1	3.9%	
Census Tract 110.09	3,867	425	11.0%	
Census Tract 110.07	3,114	692	22.2%	Low Income Tract
Census Tract 115.21	4,433	670	15.1%	
Census Tract 104.08	3,748	148	3.9%	
Census Tract 107.07	3,638	209	5.7%	
Census Tract 119.01	122	47	38.5%	Low Income Tract

Demographic Tables.xls

Census Tract 100.08	4,646	352	7.6%	
Census Tract 127.03	5,268	1,030	19.6%	Low Income Tract
Census Tract 6	1,312	345	26.3%	Low Income Tract
Census Tract 122.03	5,334	568	10.6%	
Census Tract 50	1,829	1,037	56.7%	Low Income Tract
Census Tract 100.05	4,946	300	6.1%	
Census Tract 110.05	3,099	388	12.5%	
Census Tract 120.01	74	20	27.2%	Low Income Tract
Census Tract 122.04	5,693	442	7.8%	
Census Tract 115.22	2,465	114	4.6%	
Census Tract 119.09	2,247	600	26.7%	Low Income Tract
Census Tract 120.05	3,946	500	12.7%	
Census Tract 103.21	3	0	5.0%	
Census Tract 103.24	721	51	7.0%	
Census Tract 111.18	3,486	155	4.4%	
Census Tract 71.01	115	59	51.3%	Low Income Tract
Census Tract 103.23	445	33	7.5%	
Census Tract 120.04	1,859	790	42.5%	Low Income Tract
Census Tract 121.09	3,799	537	14.1%	
Census Tract 77	1,948	233	12.0%	
Census Tract 82.01	1,741	36	2.1%	
Census Tract 94.02	2,908	240	8.3%	
Census Tract 94.01	2,534	85	3.4%	
Census Tract 71.02	4,298	863	20.1%	Low Income Tract
Census Tract 126.06	3,716	573	15.4%	
Census Tract 124.12	2,938	217	7.4%	
Census Tract 124.13	3,911	1,239	31.7%	Low Income Tract
Census Tract 82.02	2,339	268	11.5%	
Census Tract 121.08	1,687	398	23.6%	Low Income Tract
Census Tract 2.02	548	218	39.7%	Low Income Tract
Census Tract 2.01	1,283	672	52.4%	Low Income Tract
Census Tract 24.02	2,912	775	26.6%	Low Income Tract
Census Tract 35.02	1,713	1,523	88.9%	Low Income Tract
Census Tract 35.01	1,590	1,001	63.0%	Low Income Tract
Census Tract 126.04	6,118	363	5.9%	
Census Tract 3	2,063	618	30.0%	Low Income Tract
Census Tract 4	4,658	830	17.8%	Low Income Tract
Census Tract 7	2,398	1,043	43.5%	Low Income Tract
Census Tract 8	1,921	617	32.1%	Low Income Tract
Census Tract 9	1,962	818	41.7%	Low Income Tract
Census Tract 90.01	3,434	305	8.9%	
Census Tract 126.05	3,212	827	25.7%	Low Income Tract
Census Tract 24.01	1,850	615	33.2%	Low Income Tract
Census Tract 90.02	3,455	534	15.5%	
Census Tract 119.08	676	80	11.8%	
Census Tract 59.01	2,321	1,418	61.1%	Low Income Tract
Census Tract 11	3,031	1,157	38.2%	Low Income Tract
Census Tract 12	2,843	1,017	35.8%	Low Income Tract
Census Tract 14	2,561	1,475	57.6%	Low Income Tract
Census Tract 15	3,440	1,439	41.8%	Low Income Tract
Census Tract 16	2,831	419	14.8%	
Census Tract 18	988	685	69.3%	Low Income Tract
Census Tract 21	2,042	889	43.5%	Low Income Tract
Census Tract 23	2,019	783	38.8%	Low Income Tract
Census Tract 27	2,963	1,346	45.4%	Low Income Tract
Census Tract 28	1,633	528	32.3%	Low Income Tract
Census Tract 30	1,635	1,176	71.9%	Low Income Tract
Census Tract 36	3,610	1,386	38.4%	Low Income Tract
Census Tract 38	3,529	873	24.7%	Low Income Tract
Census Tract 39	3,339	883	26.4%	Low Income Tract
Census Tract 40	1,605	460	28.7%	Low Income Tract
Census Tract 115.09	4,641	648	14.0%	
Census Tract 117.06	3,324	177	5.3%	
Census Tract 117.07	2,931	76	2.6%	
Census Tract 118	2,323	482	20.7%	Low Income Tract
Census Tract 119.04	2,647	670	25.3%	Low Income Tract
Census Tract 119.06	4,513	927	20.5%	Low Income Tract
Census Tract 119.07	4,244	283	6.7%	
Census Tract 121.03	1,112	90	8.1%	
Census Tract 121.05	4,864	472	9.7%	
Census Tract 123.02	4,243	502	11.8%	
Census Tract 124.06	5,862	819	14.0%	
Census Tract 124.07	5,096	427	8.4%	
Census Tract 124.08	2,301	349	15.2%	
Census Tract 124.09	3,389	526	15.5%	
Census Tract 125.01	2,088	409	19.6%	Low Income Tract
Census Tract 125.02	4,579	1,513	33.0%	Low Income Tract
Census Tract 126.03	3,450	365	10.6%	
Census Tract 128.01	2,632	631	24.0%	Low Income Tract
Census Tract 128.02	2,759	622	22.5%	Low Income Tract
Census Tract 131	1,077	35	3.2%	

Census Tract 10	2,238	639	28.6%	Low Income Tract
Census Tract 123.01	3,828	508	13.3%	
Census Tract 37	1,613	675	41.8%	Low Income Tract
Census Tract 103.13	930	13	1.4%	
Census Tract 104.06	6,073	581	9.6%	
Census Tract 103.19	4,520	187	4.1%	
Census Tract 103.15	950	57	6.0%	
Census Tract 103.16	4,494	444	9.9%	
Census Tract 117.10	62	19	29.9%	Low Income Tract
Census Tract 41	2,229	596	26.7%	Low Income Tract
Census Tract 43.01	4,085	1,713	41.9%	Low Income Tract
Census Tract 43.02	1,142	297	26.0%	Low Income Tract
Census Tract 44	4,305	1,006	23.4%	Low Income Tract
Census Tract 45	3,293	903	27.4%	Low Income Tract
Census Tract 46	4,207	740	17.6%	Low Income Tract
Census Tract 49	2,826	773	27.4%	Low Income Tract
Census Tract 52	4,091	860	21.0%	Low Income Tract
Census Tract 53	1,121	395	35.2%	Low Income Tract
Census Tract 56	3,466	1,311	37.8%	Low Income Tract
Census Tract 62	2,128	716	33.6%	Low Income Tract
Census Tract 64	1,999	175	8.8%	
Census Tract 65	2,508	1,029	41.0%	Low Income Tract
Census Tract 66	1,692	277	16.4%	Low Income Tract
Census Tract 68	2,109	244	11.6%	
Census Tract 69	1,972	143	7.3%	
Census Tract 100.01	4,282	215	5.0%	
Census Tract 100.04	4,188	426	10.2%	
Census Tract 116.03	718	25	3.5%	
Census Tract 84	2,818	138	4.9%	
Census Tract 85	1,949	231	11.9%	
Census Tract 88	3,568	166	4.7%	
Census Tract 89	4,406	405	9.2%	
Census Tract 91.03	1,544	507	32.8%	Low Income Tract
Census Tract 117.08	3,571	196	5.5%	
Census Tract 115.18	90	0	0.0%	
Census Tract 107.02	5,805	445	7.7%	
Census Tract 99	2,597	240	9.2%	
Census Tract 107.06	3,588	62	1.7%	
Census Tract 113.01	1,916	261	13.6%	
Census Tract 114.03	1,477	264	17.9%	Low Income Tract
Census Tract 114.04	4,451	1,783	40.1%	Low Income Tract
Census Tract 115.06	5,153	692	13.4%	
Census Tract 101.02	4,510	52	1.2%	
Census Tract 103.09	4,484	109	2.4%	
Census Tract 104.03	3,284	94	2.9%	
Census Tract 114.05	4,485	713	15.9%	Low Income Tract
Census Tract 114.06	5,802	873	15.0%	
Census Tract 108	3,094	158	5.1%	
Census Tract 109.01	4,798	879	18.3%	Low Income Tract
Census Tract 109.02	3,721	255	6.9%	
Census Tract 110.03	6,631	613	9.2%	
Census Tract 105	3,809	437	11.5%	
Census Tract 107.01	5,232	206	3.9%	
Census Tract 103.14	1,943	150	7.7%	
Census Tract 91.05	2,575	853	33.1%	Low Income Tract
Census Tract 91.06	5,065	941	18.6%	Low Income Tract
Census Tract 9801	0	0		
Census Tract 111.13	2,796	334	11.9%	
Census Tract 117.09	86	5	5.3%	
Census Tract 103.17	562	8	1.5%	
Census Tract 103.18	4,389	228	5.2%	
Census Tract 111.12	3,545	132	3.7%	
Census Tract 103.20	3,256	430	13.2%	
Census Tract 106.01	2,885	141	4.9%	
Census Tract 101.04	2,717	180	6.6%	
Census Tract 111.14	5,117	400	7.8%	
Census Tract 111.11	4,927	253	5.1%	
Census Tract 115.17	3,064	173	5.6%	
Census Tract 115.20	0	0	2.0%	
Census Tract 115.19	4,654	93	2.0%	
Census Tract 115.14	4,097	346	8.4%	
Census Tract 115.16	3,722	393	10.6%	
Census Tract 115.13	4,236	404	9.5%	
Census Tract 115.15	4,532	423	9.3%	
Census Tract 106.02	3,537	201	5.7%	
Census Tract 101.03	3,467	313	9.0%	
Census Tract 104.05	4,007	478	11.9%	
Census Tract 124.10	4,589	786	17.1%	Low Income Tract
Total	697,915	108,580	15.6%	

Appendix S

Minority Route Table

Route Number	Length Non-Minority CT	% Non-Minority Tract	Length Minority	% Minority Tract	Designation
2	7.0	65.6	3.7	34.4	Minority
4	1.7	9.0	17.2	91.0	Minority
6	2.7	19.8	11.1	80.6	Minority
10	6.6	42.0	9.1	58.0	Minority
12	1.0	10.4	8.8	89.6	Minority
15	16.3	58.1	11.8	41.9	Minority
17	8.6	65.9	4.4	34.1	Minority
18	6.8	39.3	10.5	60.7	Minority
19	11.5	25.5	33.5	74.5	Minority
21	7.2	30.7	16.2	69.3	Minority
23	15.8	40.3	23.4	59.7	Minority
25	17.2	65.0	9.2	34.9	Minority
27	5.0	36.3	8.8	63.7	Minority
28	10.8	44.0	13.8	56.0	Minority
29	14.3	46.7	16.3	53.3	Minority
31	20.0	74.0	7.0	26.0	Non-Minority
40	14.9	78.6	4.1	21.4	Non-Minority
43	12.1	44.0	15.3	56.0	Minority
71	27.3	67.2	13.3	32.8	Non-Minority
72	9.2	67.7	4.4	32.3	Non-Minority
75	11.5	100.0	0.0	0.0	Non-Minority
93	19.4	70.4	8.1	29.6	Non-Minority
94	2.3	78.8	0.6	21.2	Non-Minority
99	14.7	47.0	16.6	53.0	Minority

Appendix T

Minority Tract Table

1

Census Tract Name	Total Population within Service Area	Minority Population within Service Area	% Minority	Minority Tract
Census Tract 707	2,732	838	30.7%	
Census Tract 704	1,671	161	9.7%	
Census Tract 703.02	818	81	10.0%	
Census Tract 708.01	1,396	454	32.5%	
Census Tract 706	150	11	7.1%	
Census Tract 705	2,750	546	19.9%	
Census Tract 702	38	14	38.4%	Minority Tract
Census Tract 708.02	3,950	925	23.4%	
Census Tract 709.01	4,150	595	14.3%	
Census Tract 709.02	1,658	283	17.1%	
Census Tract 712	22	2	7.7%	
Census Tract 710.07	928	93	10.1%	
Census Tract 710.06	1,962	475	24.2%	
Census Tract 507.06	1,742	287	16.5%	
Census Tract 505.05	124	21	17.2%	
Census Tract 507.05	1,128	293	26.0%	
Census Tract 503.05	2,659	695	26.1%	
Census Tract 505.04	1,859	611	32.8%	
Census Tract 503.03	2,441	450	18.4%	
Census Tract 502	4,041	1,408	34.8%	
Census Tract 501	1,433	236	16.5%	
Census Tract 504.04	3,375	323	9.6%	
Census Tract 506.05	3,373	791	23.5%	
Census Tract 506.06	3,912	542	13.8%	
Census Tract 504.03	2,575	531	20.6%	
Census Tract 503.04	5,534	2,247	40.6%	Minority Tract
Census Tract 503.06	2,449	318	13.0%	
Census Tract 504.01	1,250	87	6.9%	
Census Tract 505.03	5,577	1,422	25.5%	
Census Tract 506.03	8,105	2,423	29.9%	
Census Tract 506.04	4,075	769	18.9%	
Census Tract 111.09	2,703	918	34.0%	
Census Tract 111.10	4,329	1,133	26.2%	
Census Tract 87	3,807	308	8.1%	
Census Tract 51	3,298	1,538	46.6%	Minority Tract
Census Tract 115.08	6,023	2,547	42.3%	Minority Tract
Census Tract 75.01	3,211	209	6.5%	
Census Tract 127.02	792	294	37.1%	Minority Tract
Census Tract 120.03	376	46	12.2%	
Census Tract 63	1,743	225	12.9%	
Census Tract 127.01	3,230	2,439	75.5%	Minority Tract
Census Tract 79	1,804	139	7.7%	
Census Tract 17	1,797	1,690	94.0%	Minority Tract
Census Tract 113.02	7,782	6,156	79.1%	Minority Tract
Census Tract 75.02	267	39	14.8%	
Census Tract 125.03	3,393	1,377	40.6%	Minority Tract
Census Tract 100.07	4,646	394	8.5%	
Census Tract 121.07	454	74	16.3%	
Census Tract 100.06	3,959	1,556	39.3%	Minority Tract
Census Tract 122.05	1,847	689	37.3%	Minority Tract
Census Tract 122.06	5,308	2,121	40.0%	Minority Tract
Census Tract 93	5,158	932	18.1%	
Census Tract 96	4,777	374	7.8%	
Census Tract 97	2,532	168	6.6%	
Census Tract 98	2,623	156	5.9%	
Census Tract 70	1,735	172	9.9%	
Census Tract 74	1,995	408	20.4%	
Census Tract 76.01	1,619	379	23.4%	
Census Tract 76.02	3,554	1,512	42.5%	Minority Tract
Census Tract 76.03	2,531	1,058	41.8%	Minority Tract
Census Tract 78	3,137	317	10.1%	
Census Tract 81	3,790	460	12.1%	
Census Tract 83	2,443	223	9.1%	
Census Tract 112.02	3,625	2,264	62.5%	Minority Tract
Census Tract 112.01	1,862	681	36.6%	Minority Tract
Census Tract 111.17	3,504	1,212	34.6%	
Census Tract 111.15	3,720	733	19.7%	
Census Tract 111.16	2,988	362	12.1%	
Census Tract 110.08	3,124	1,323	42.3%	Minority Tract
Census Tract 59.02	1,926	695	36.1%	Minority Tract
Census Tract 110.06	2,623	1,607	61.3%	Minority Tract
Census Tract 116.05	1,794	362	20.2%	
Census Tract 104.07	3,970	880	22.2%	

Demographic Tables.xls

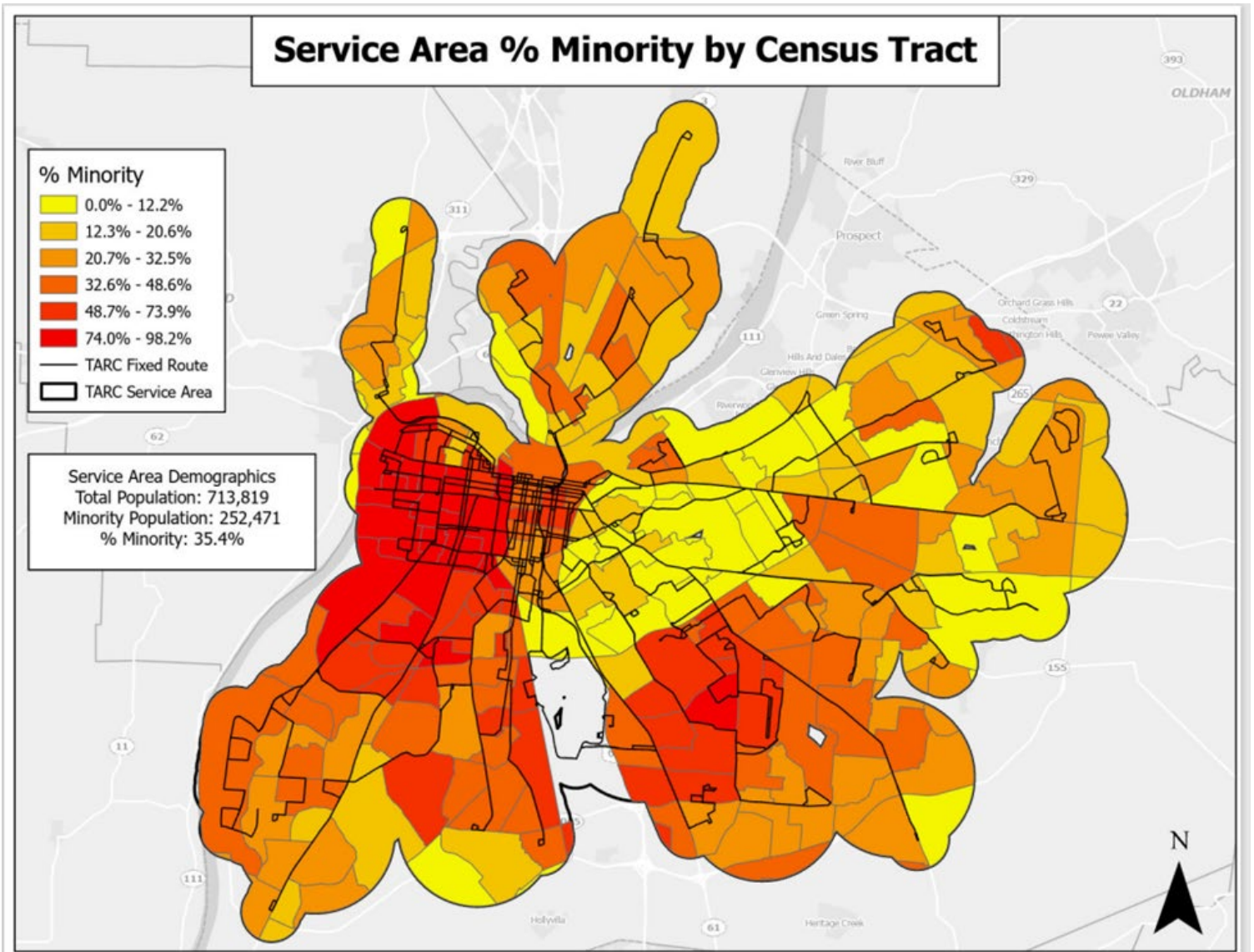
Census Tract 107.08	2,630	851	32.4%	
Census Tract 116.06	20	1	7.4%	
Census Tract 110.09	3,996	1,026	25.7%	
Census Tract 110.07	3,244	1,977	60.9%	Minority Tract
Census Tract 115.21	4,451	1,758	39.5%	Minority Tract
Census Tract 104.08	3,749	525	14.0%	
Census Tract 107.07	3,638	524	14.4%	
Census Tract 119.01	122	71	58.5%	Minority Tract
Census Tract 100.08	4,649	1,202	25.9%	
Census Tract 127.03	5,268	2,023	38.4%	Minority Tract
Census Tract 6	1,329	1,261	94.9%	Minority Tract
Census Tract 122.03	5,429	1,029	19.0%	
Census Tract 50	2,086	1,264	60.6%	Minority Tract
Census Tract 100.05	5,013	573	11.4%	
Census Tract 110.05	3,099	1,280	41.3%	Minority Tract
Census Tract 120.01	74	4	5.9%	
Census Tract 122.04	5,707	2,998	52.5%	Minority Tract
Census Tract 115.22	2,517	705	28.0%	
Census Tract 119.09	2,281	911	40.0%	Minority Tract
Census Tract 120.05	3,946	577	14.6%	
Census Tract 103.21	3	1	29.1%	
Census Tract 103.24	722	400	55.4%	Minority Tract
Census Tract 111.18	3,486	523	15.0%	
Census Tract 71.01	115	0	0.0%	
Census Tract 103.23	445	110	24.8%	
Census Tract 120.04	1,859	892	48.0%	Minority Tract
Census Tract 121.09	3,806	878	23.1%	
Census Tract 77	2,095	278	13.3%	
Census Tract 82.01	1,741	109	6.3%	
Census Tract 94.02	2,908	204	7.0%	
Census Tract 94.01	2,534	273	10.8%	
Census Tract 71.02	4,314	1,196	27.7%	
Census Tract 126.06	3,723	2,753	73.9%	Minority Tract
Census Tract 124.12	2,938	1,200	40.8%	Minority Tract
Census Tract 124.13	3,911	848	21.7%	
Census Tract 82.02	2,369	426	18.0%	
Census Tract 121.08	1,717	225	13.1%	
Census Tract 2.02	642	84	13.0%	
Census Tract 2.01	1,283	326	25.4%	
Census Tract 24.02	2,979	2,048	68.7%	Minority Tract
Census Tract 35.02	1,769	1,404	79.4%	Minority Tract
Census Tract 35.01	2,951	639	21.7%	
Census Tract 126.04	6,118	3,611	59.0%	Minority Tract
Census Tract 3	2,063	1,183	57.3%	Minority Tract
Census Tract 4	4,658	3,859	82.8%	Minority Tract
Census Tract 7	2,398	2,205	92.0%	Minority Tract
Census Tract 8	1,921	1,726	89.8%	Minority Tract
Census Tract 9	1,962	1,903	97.0%	Minority Tract
Census Tract 90.01	3,493	1,902	54.5%	Minority Tract
Census Tract 126.05	3,320	2,841	85.6%	Minority Tract
Census Tract 24.01	1,850	1,700	91.9%	Minority Tract
Census Tract 90.02	3,455	1,339	38.8%	Minority Tract
Census Tract 119.08	676	390	57.7%	Minority Tract
Census Tract 59.01	2,542	1,836	72.2%	Minority Tract
Census Tract 11	3,031	2,839	93.7%	Minority Tract
Census Tract 12	2,872	2,763	96.2%	Minority Tract
Census Tract 14	2,566	2,521	98.2%	Minority Tract
Census Tract 15	3,448	3,321	96.3%	Minority Tract
Census Tract 16	2,831	2,689	95.0%	Minority Tract
Census Tract 18	988	948	96.0%	Minority Tract
Census Tract 21	2,061	399	19.4%	
Census Tract 23	2,032	1,080	53.1%	Minority Tract
Census Tract 27	3,032	2,540	83.8%	Minority Tract
Census Tract 28	1,699	1,499	88.2%	Minority Tract
Census Tract 30	1,883	1,508	80.1%	Minority Tract
Census Tract 36	3,814	2,231	58.5%	Minority Tract
Census Tract 38	3,589	1,154	32.2%	
Census Tract 39	3,339	1,743	52.2%	Minority Tract
Census Tract 40	1,605	886	55.2%	Minority Tract
Census Tract 115.09	4,694	2,279	48.6%	Minority Tract
Census Tract 117.06	3,394	737	21.7%	
Census Tract 117.07	2,931	1,083	36.9%	Minority Tract
Census Tract 118	2,323	991	42.7%	Minority Tract
Census Tract 119.04	2,647	1,395	52.7%	Minority Tract

Census Tract 119.06	4,513	2,493	55.2%	Minority Tract
Census Tract 119.07	4,346	952	21.9%	
Census Tract 121.03	1,112	281	25.3%	
			#DIV/0!	
Census Tract 121.05	4,992	1,520	30.4%	
Census Tract 123.02	4,401	1,478	33.6%	
Census Tract 124.06	5,871	1,964	33.5%	
Census Tract 124.07	5,096	1,643	32.2%	
Census Tract 124.08	2,301	407	17.7%	
Census Tract 124.09	3,403	872	25.6%	
Census Tract 125.01	2,182	1,092	50.0%	Minority Tract
Census Tract 125.02	4,675	1,390	29.7%	
Census Tract 126.03	3,450	2,089	60.6%	Minority Tract
Census Tract 128.01	2,632	2,271	86.3%	Minority Tract
Census Tract 128.02	2,896	1,878	64.8%	Minority Tract
Census Tract 131	1,077	60	5.6%	
Census Tract 10	2,238	1,991	89.0%	Minority Tract
Census Tract 123.01	3,828	2,023	52.8%	Minority Tract
Census Tract 37	1,613	930	57.7%	Minority Tract
Census Tract 103.13	930	126	13.5%	
Census Tract 104.06	6,122	1,363	22.3%	
Census Tract 103.19	4,530	1,345	29.7%	
Census Tract 103.15	950	190	20.0%	
Census Tract 103.16	4,600	727	15.8%	
Census Tract 117.10	62	23	37.2%	Minority Tract
Census Tract 41	2,229	802	36.0%	Minority Tract
Census Tract 43.01	4,085	3,390	83.0%	Minority Tract
Census Tract 43.02	1,146	516	45.0%	Minority Tract
Census Tract 44	4,305	1,629	37.8%	Minority Tract
Census Tract 45	3,325	886	26.6%	
Census Tract 46	4,217	1,826	43.3%	Minority Tract
Census Tract 49	4,468	2,053	45.9%	Minority Tract
Census Tract 52	4,091	1,250	30.6%	
Census Tract 53	3,122	799	25.6%	
Census Tract 56	3,466	2,216	63.9%	Minority Tract
Census Tract 62	2,168	1,412	65.1%	Minority Tract
Census Tract 64	2,043	316	15.5%	
Census Tract 65	2,508	900	35.9%	Minority Tract
Census Tract 66	1,692	445	26.3%	
Census Tract 68	2,138	223	10.4%	
Census Tract 69	2,194	199	9.1%	
Census Tract 100.01	4,298	340	7.9%	
Census Tract 100.04	4,420	862	19.5%	
Census Tract 116.03	718	83	11.5%	
Census Tract 84	2,966	169	5.7%	
Census Tract 85	1,949	280	14.4%	
Census Tract 88	3,643	217	6.0%	
Census Tract 89	5,221	391	7.5%	
Census Tract 91.03	1,553	792	51.0%	Minority Tract
Census Tract 117.08	3,576	1,016	28.4%	
Census Tract 115.18	90	11	12.0%	
Census Tract 107.02	5,805	1,903	32.8%	
Census Tract 99	2,597	325	12.5%	
Census Tract 107.06	3,588	264	7.4%	
Census Tract 113.01	1,916	1,240	64.7%	Minority Tract
Census Tract 114.03	1,477	291	19.7%	
Census Tract 114.04	4,451	2,579	57.9%	Minority Tract
Census Tract 115.06	5,233	1,947	37.2%	Minority Tract
Census Tract 101.02	4,510	420	9.3%	
Census Tract 103.09	4,565	802	17.6%	
Census Tract 104.03	3,300	556	16.8%	
Census Tract 114.05	4,572	3,218	70.4%	Minority Tract
Census Tract 114.06	5,808	3,818	65.7%	Minority Tract
Census Tract 108	3,397	448	13.2%	
Census Tract 109.01	4,908	1,689	34.4%	
Census Tract 109.02	3,725	446	12.0%	
Census Tract 110.03	6,667	2,614	39.2%	Minority Tract
Census Tract 105	3,809	228	6.0%	
Census Tract 107.01	5,252	2,249	42.8%	Minority Tract
Census Tract 103.14	1,974	470	23.8%	
Census Tract 91.05	2,575	1,161	45.1%	Minority Tract
Census Tract 91.06	5,065	2,016	39.8%	Minority Tract
Census Tract 9801	0	0	#DIV/0!	
Census Tract 111.13	2,796	650	23.2%	

Census Tract 117.09	86	30	34.4%	
Census Tract 103.17	562	87	15.4%	
Census Tract 103.18	4,423	569	12.9%	
Census Tract 111.12	3,545	832	23.5%	
Census Tract 103.20	3,256	1,813	55.7%	Minority Tract
Census Tract 106.01	2,995	177	5.9%	
Census Tract 101.04	2,717	478	17.6%	
Census Tract 111.14	5,117	1,906	37.2%	Minority Tract
Census Tract 111.11	4,967	1,066	21.5%	
Census Tract 115.17	3,099	835	26.9%	
Census Tract 115.20	0	0	11.6%	
Census Tract 115.19	4,705	1,400	29.8%	
Census Tract 115.14	4,097	1,155	28.2%	
Census Tract 115.16	3,744	848	22.6%	
Census Tract 115.13	4,246	1,186	27.9%	
Census Tract 115.15	4,577	1,258	27.5%	
Census Tract 106.02	3,604	1,283	35.6%	Minority Tract
Census Tract 101.03	3,467	836	24.1%	
Census Tract 104.05	4,107	978	23.8%	
Census Tract 124.10	4,589	1,687	36.8%	Minority Tract
Total	713,819	252,471	35.4%	

Appendix U

2025 Minority and Low-Income Population Report



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.

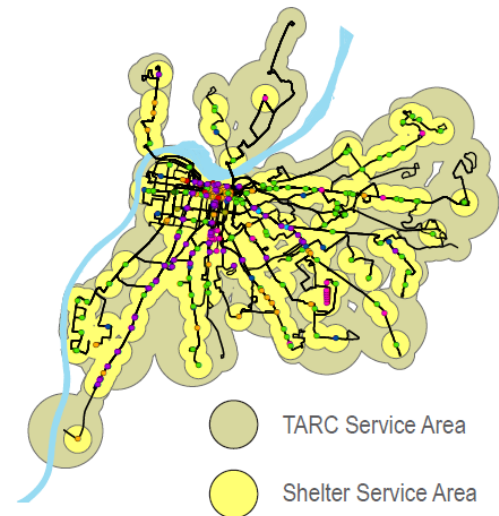
By comparing the service area of the TARC shelters to that of the entire TARC network, we can assess the equitable distribution of shelters throughout the metropolitan area.

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

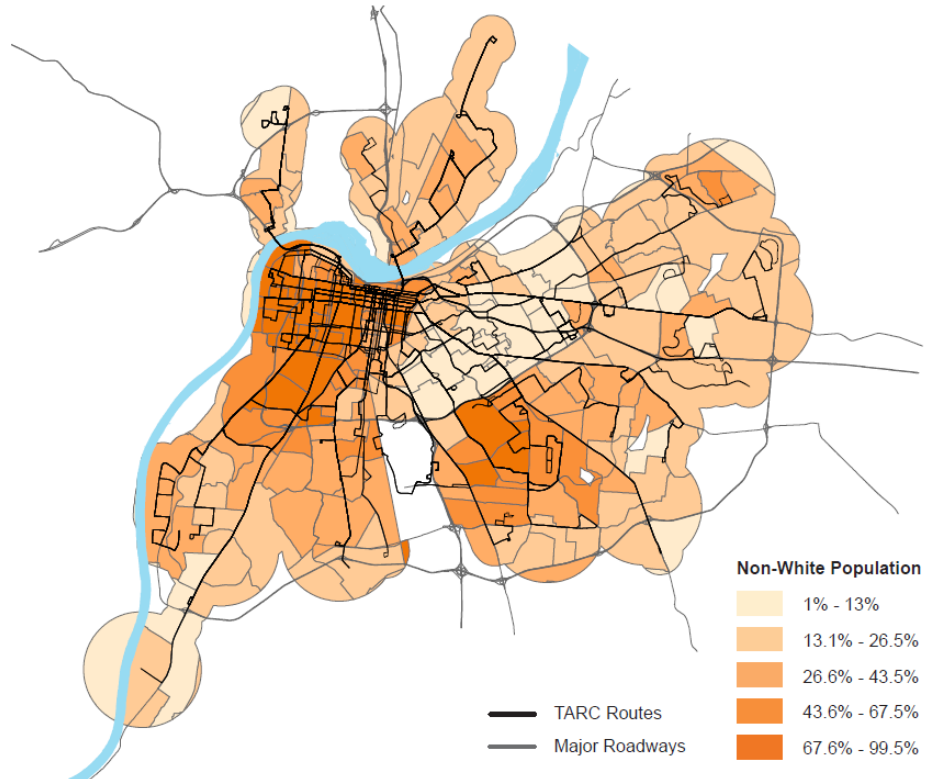
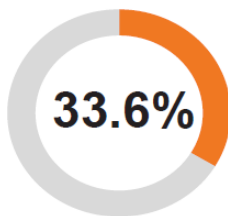
TARC Service Area Total Population

736,150

TARC Service Area Non-White Population

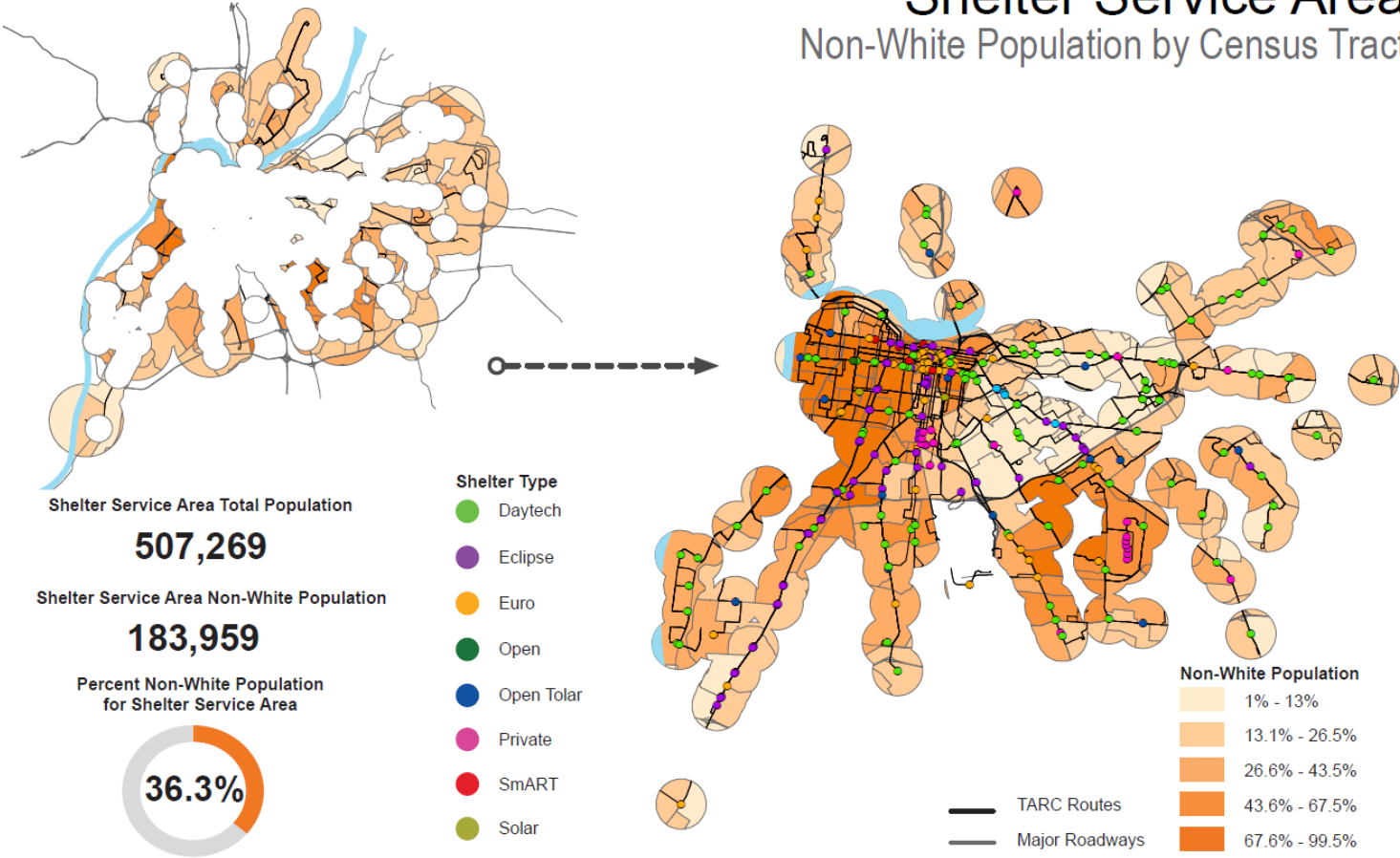
247,461

Percent Non-White Population
for TARC Service Area



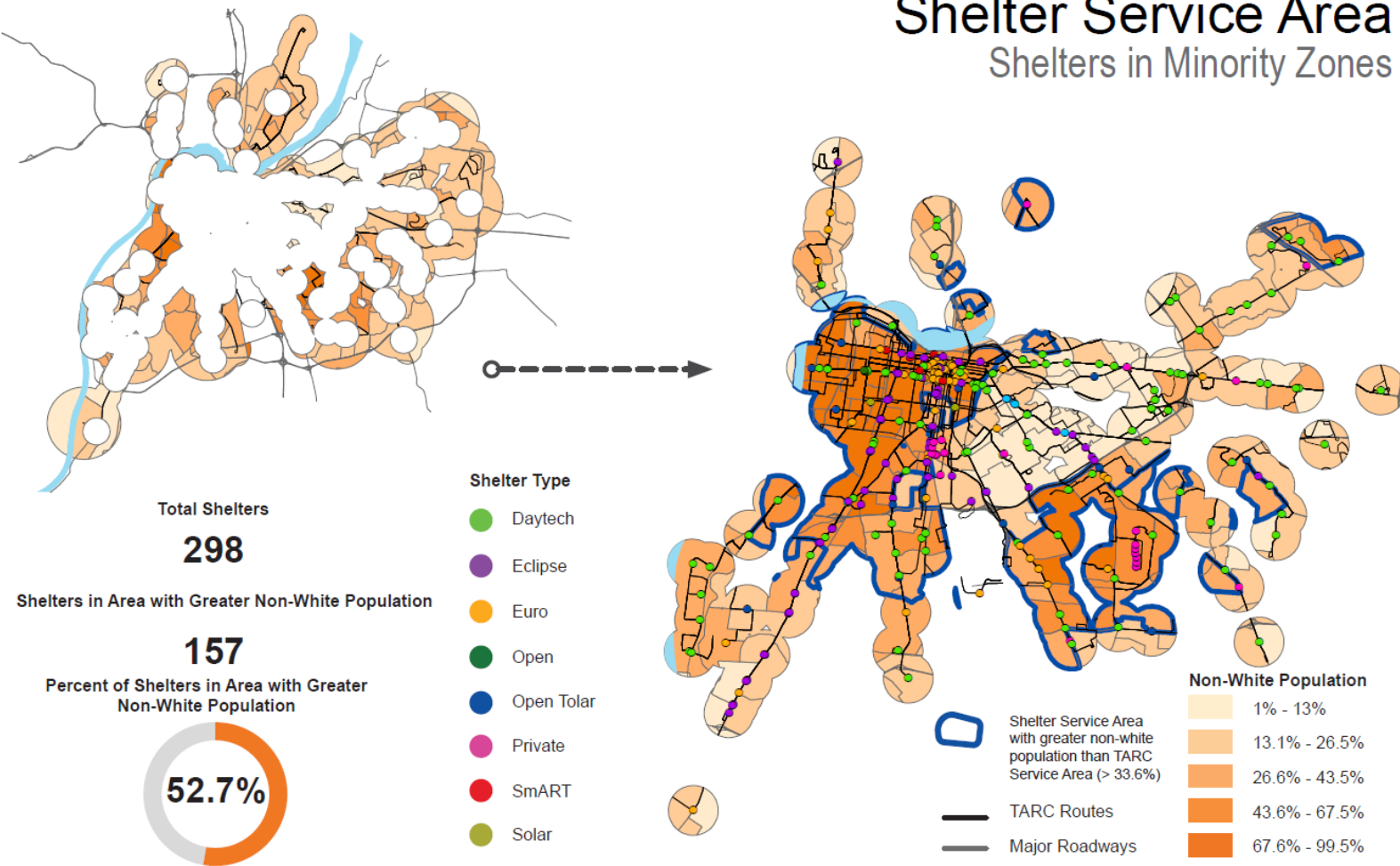
Shelter Service Area

Non-White Population by Census Tract



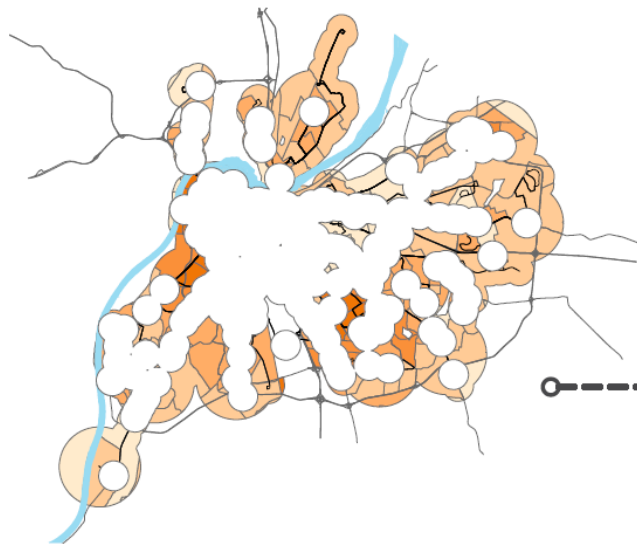
Shelter Service Area

Shelters in Minority Zones



Shelter Service Area

Eclipse Shelters in Minority Zones



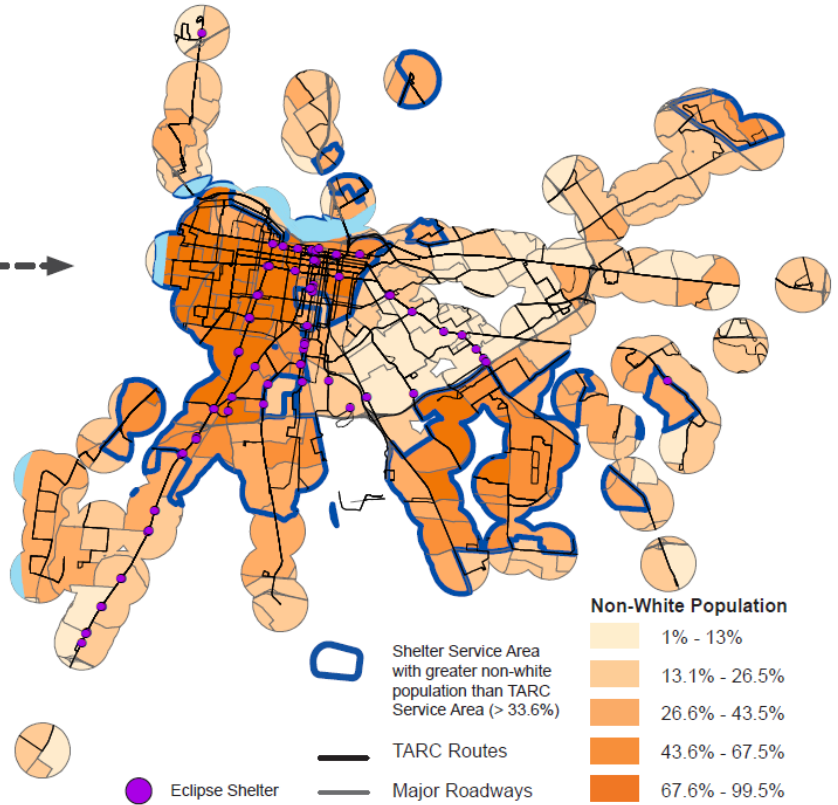
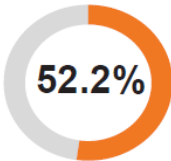
Total Eclipse Shelters

69

Eclipse Shelters in Area with Greater Non-White Population

36

Percent of Eclipse Shelters in Area with Greater Non-White Population



TARC Service Area

Low-Income Population by Census Tract

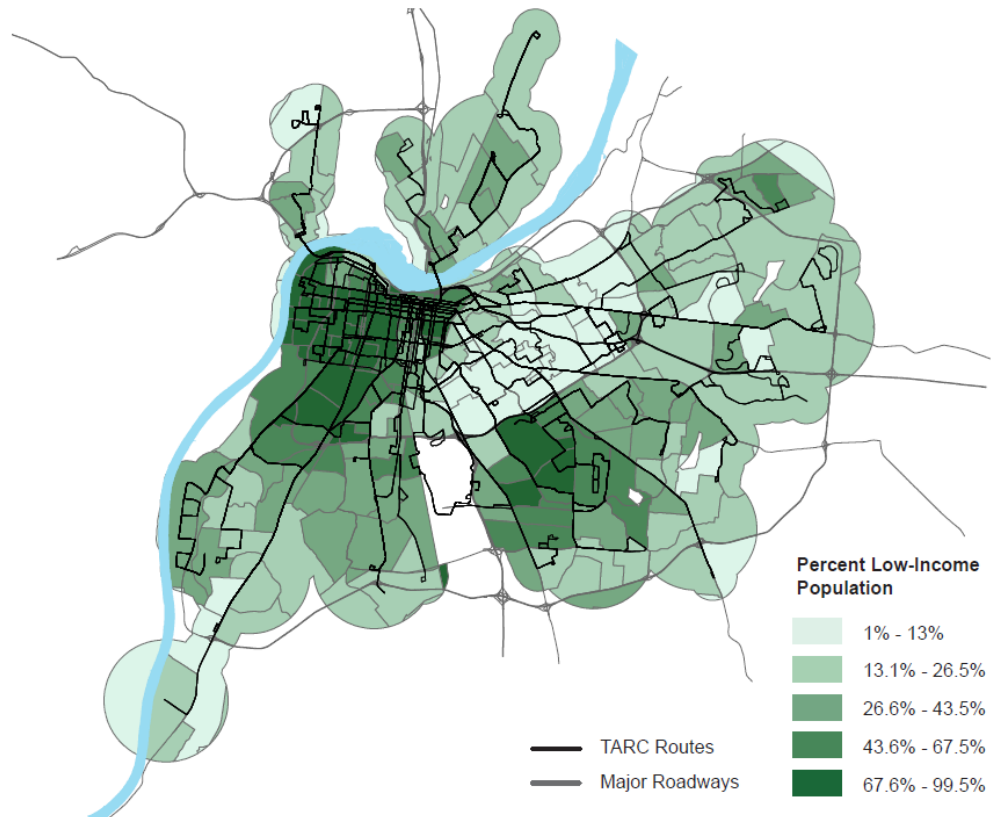
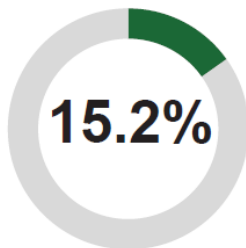
TARC Service Area Total Population
for whom Poverty Level is Determined

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

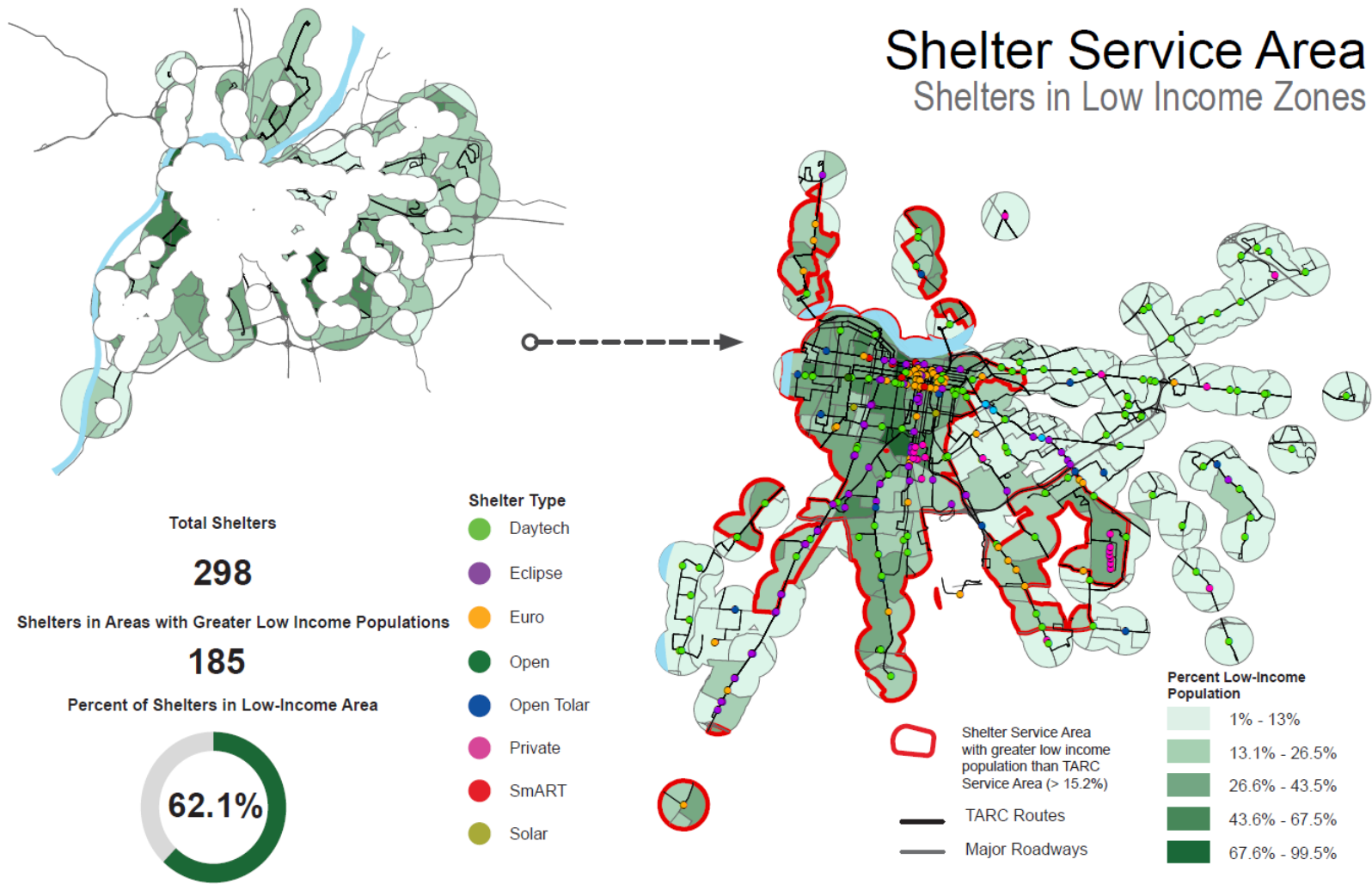
Percent Low-Income Population

- 1% - 13%
- 13.1% - 26.5%
- 26.6% - 43.5%
- 43.6% - 67.5%
- 67.6% - 99.5%

- TARC Routes
- Major Roadways

Shelter Service Area

Shelters in Low Income Zones



Shelter Service Area

Eclipse 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

