

KANSAS CITY AREA TRANSPORTATION AUTHORITY
SUBAWARD GRANT AGREEMENT

(1) Pass- Through Entity	(2) Sub-Awardee
Kansas City Area Transportation Authority	City of Independence, Missouri
(3) Federal Awarding Agency	(4) Sub-Awardee's Project Number
Federal Transit Administration	MO-2020-017
(5) CFDA Program Number & Name	(6) Federal Award Identification Number (FAIN)
20.5307 Urbanized Area Formula (CARES Act)	MO-2020-017
(7) Federal Award Authorization Date	(8) Sub-Awardee's DUNS Number
June 10, 2020	076259456
(9) Research & Development Subaward	(10) Sub-Awardee's Indirect Cost Rate
Not R & D Subaward	This subaward does not include indirect cost rate.
(11) Subaward Period of Performance	
January 20, 2020 to December 31, 2022	
(12) Federal \$ Obligated by this Action by KCATA to the Sub-Awardee	
\$ 1,614,532	
(13) Total Federal \$ Obligated to the Sub-Awardee by KCATA, Including Current Obligation	
\$ 1,614,532	
(14) Total Federal Award \$ Committed to the Sub-Awardee by KCATA	
\$ 1,614,532	
(15) Federal Subaward Project Description	
OPERATING ASSISTANCE	

SUB-AWARDEE AGREEMENT

Between

the

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AND**

City of Independence, Missouri

For the

CARES Act Formula Grants for Urbanized Areas

CFDA Number: CFDA #20.507

Federal Agency: U.S. Department of Transportation/
Federal Transit Administration

THIS SUB-AWARDEE AGREEMENT is made by and between the Kansas City Area Transportation Authority (hereafter "KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and the City of Independence, Missouri (hereafter "SUB-AWARDEE") with offices at 111 E. Maple Avenue, Independence, Missouri 64050.

WITNESSETH:

WHEREAS, the KCATA, the designated recipient of Section 5307 Urbanized Area Formula Funds (hereafter "5307 Formula Funds") and the SUB-AWARDEE, pursuant to the MAP-21 and Fixing America's Surface Transportation Act (FAST ACT), are authorized to enter into this agreement pertaining to federal funding committed for Section 5307 - CARES Act Formula Grants for Urbanized Areas under the jurisdiction of the KCATA; and

WHEREAS, the KCATA has sub-allocated CARES Act Formula grant funds to the Sub-Awardee made available to the KCATA under 49 United States Code (hereinafter, "USC") 5307 (hereinafter, "5307"), to defray a portion of the costs of a general public transportation project carried out by the Sub-Awardee, and pursuant to the Coronavirus Aid Relief, and Economic Security Act under PL 116-136, March 27, 2020 (hereinafter, "CARES Act") for "Transit Infrastructure Grants", in the amount of \$1,614,532 to remain available until expended, to prevent, prepare for, and respond to coronavirus; and

WHEREAS, pursuant to The CARES Act and any subsequent annual appropriations bills, additional public funds are available for programs to support public transit systems, and the KCATA is authorized by law to reimburse the Sub-Awardee with these public funds; and

WHEREAS, KCATA is the primary recipient of funding under Federal Transit Administration (hereafter "FTA") Project MO-2020-017, and the responsible entity for the disbursement of federal project funding; and

WHEREAS, the SUB-AWARDEE's project, Operating Assistance (hereafter "PROJECT") is consistent with the region's Coordinated Public Transit Plan; and the SUB-AWARDEE's project detailed below is included in FTA grant MO-2020-017;

WHEREAS, the Sub-awardee agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the KCATA and the Sub-Awardee agree as follows:

The funding source for this grant application is:

<u>Description of Project</u>	<u>FTA Code</u>	<u>Federal Funds</u>	<u>% Federal Participation</u>
Operating Assistance	30.09.08	\$1,614,532	100%

Operating funds will cover expenses for existing service incurred beginning January 20, 2020 until December 31, 2022.

Total Federal Ceiling: \$1,614,532

Local Match: The project is funded at 100% Federal of the total eligible project costs. There is no local match required.

PROJECT PERFORMANCE PERIOD: January 20, 2020 to December 31, 2022

This project does not include any indirect costs.

This project does not include research development costs.

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the KCATA and the SUB-AWARDEE agree as follows:

1. This AGREEMENT is effective as of the last date affixed below by the signatory KCATA and the SUB-AWARDEE.
2. The SUB-AWARDEE shall proceed with implementation of the PROJECT, as detailed in KCATA's grant application, MO-2020-017. The SUB-AWARDEE shall at all times comply with all applicable FTA requirements outlined in Appendix A of this agreement and guidelines. In the event of any noncompliance with FTA requirements and guidelines that creates an obligation to repay grant funds to the FTA, it will be the SUB-AWARDEE's obligation to make such repayment, and the SUB-AWARDEE will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
3. THE KCATA shall reimburse the SUB-AWARDEE for eligible costs of implementing said PROJECT at the participation rate and subject to the funding ceiling delineated above. The SUB-AWARDEE shall submit reimbursement requests to KCATA no more frequently than monthly. All costs to be reimbursed under this AGREEMENT shall be supported by sufficient documentation evidencing that those costs were specifically incurred and paid. All documentation of eligible reimbursable costs shall be clearly identified and readily accessible.
4. The SUB-AWARDEE agrees to supply quarterly reports required by KCATA, utilizing report forms supplied or approved by the KCATA. Quarterly Reports shall be submitted by the 15th of the month following calendar quarters ending in December, March, June and September. These reports include: Program Performance Report – reporting any issues, ridership activity and a Project Expenditure Report.

All reports and submissions from the SUB-AWARDEE concerning this AGREEMENT shall be sent to:

Tracey Logan
KCATA
1200 E 18th Street
Kansas City, MO 64108

Communications regarding this AGREEMENT shall be exchanged with Tracey Logan, (816) 346-0225 or via email tlogan@kcata.org.

5. The SUB-AWARDEE may be subject to the audit requirements of 2 CFR 200 (Previously OMB Circular A-133), if the SUB-AWARDEE had Federal award expenditures of \$750,000 or more in the past fiscal year. If the \$750,000 threshold under 2 CFR 200 has been met the SUB-AWARDEE shall cause, at its own expense, to have an audit completed and will submit the audit report and any management letter issued by the auditor and corrective action plan addressing all findings and questioned costs to the audit clearinghouse found at <https://harvester.census.gov/facweb/>.

KCATA is responsible for reviewing the audit report and issuing a management decision on any audit findings pertaining to funding received from KCATA within six (6) months of receipt of the audit report and ensuring that the SUB-AWARDEE takes appropriate and timely corrective action.

6. The SUB-AWARDEE binds themselves, their successors, assignees, contractors, executors and administrators in respect to all covenants of this AGREEMENT. The SUB-AWARDEE shall not sign, sublet or transfer their interest in this AGREEMENT without the written consent of KCATA.
7. This AGREEMENT represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.
8. KCATA's grant application/FTA Agreement, MO-2020-017 Contract Conditions/Federal Requirements, U.S. Department of Labor Certification, links to the FTA Master Agreement and Certifications and Assurances documents, Lobbying Certification and all applicable Federal, State and Local statutes and regulations are incorporated into this AGREEMENT by this reference and are binding upon the SUB-AWARDEE.

The following Appendices are attached hereto as part of this AGREEMENT.

Appendix A - MO-2020-017-00 Grant Application/Agreement
Appendix B - Contract Conditions/Federal Requirements
Appendix C – U.S. Department of Labor Certification
Appendix D - Master Agreement Link
Appendix E - FTA Certifications and Assurances Link
Appendix F – Lobbying Certification

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below

indicated, in consideration of the mutual covenants, promises and representations herein.



David Bower, Chairman of the Board

Date: 7-22-2020

Attested:
Samantha Overman, Assistant Board Secretary



Date: 7-22-2020

Sub-Awardee Authorized Official

Date: _____