



MEMORANDUM Transportation & Development Department – Memo No. TN11-05

DATE: MAY 12, 2011

TO: MAYOR & COUNCIL

THRU: RICH DLUGAS, ACTING CITY MANAGER *rd*
PAT MCDERMOTT, ASSISTANT CITY MANAGER *pm*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*
DANIEL W. COOK, TRANSPORTATION MANAGER *DW*

FROM: ANN MARIE RILEY, TRANSIT SERVICES COORDINATOR *QmC*

SUBJECT: RESOLUTION NO. 4434 - APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR REGIONAL DIAL-A-RIDE SERVICES FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY 2010/11 IN AN AMOUNT OF \$272,860.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4434 approving an Amendment to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Dial-A-Ride Services for senior citizens and persons with disabilities for FY 2010/11 in an amount of \$272,860.

BACKGROUND AND DISCUSSION: The East Valley Dial-A-Ride (EVDAR) provides door-to-door, shared-ride public transportation services for senior citizens and persons with disabilities. Council approved an Intergovernmental Agreement with the RPTA (Valley Metro) in 2004 to provide Dial-A-Ride service for eight years to the City of Chandler in partnership with the Cities of Mesa, Tempe, Scottsdale and the Town of Gilbert. This is the sixth of seven annual amendments to adjust costs for changes in service levels, procurement of capital equipment, and inflation.

This agreement will provide 21,084 hours of Dial-A-Ride service at a total net cost of \$1,451,859. As part of Proposition 400, RPTA will fund the cost of service for persons with disabilities in accordance with the Americans with Disabilities Act (ADA) in the amount of \$1,178,998, which is 76% of the total contract. Non-ADA service will be funded by the City at an amount of \$272,860.

Service levels and funding through the City and Proposition 400 for fiscal years 2009/10 – 2010/11 are shown in Table 1.

Table 1
Dial-A-Ride Service Levels and Funding, Fiscal Years 2009/10 – 2010/11

Fiscal Year	09/10	10/11
Total Dial-A-Ride Funding Needed	\$1,401,065	\$1,451,859
Proposition 400 Funding (ADA)	\$1,095,166	\$1,178,998
Chandler Funding (Non-ADA)	\$305,899	\$272,860
Net Cost per Service Hour	\$69.70	\$68.86
Projected Passenger Trips	37,232	40,182
Projected Service Hours	20,102	21,084

This contract is retroactive to July 1, 2010 and was delayed as staff desired to bring all three transit service agreements forward at one time, and there was a delay at the RPTA in completing the contract for fixed route bus service.

TRANSPORTATION COMMISSION: This agreement was reviewed at the April 21, 2011 meeting of the Transportation Commission and recommended for approval by a vote of 4-0.

FINANCIAL IMPLICATIONS:

Net City Cost: \$272,860
Savings: \$1,178,998 for ADA Dial-A-Ride service funded by Proposition 400
Long Term Costs: N/A

Fund Source:

<u>Acct. No:</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>Funds</u>
101.3340.0000.5219	General Fund	Transit Operations	\$ 20,000
216.3340.0000.5219	LTAf (Fund Balance Savings)	Transit Operations	\$252,860

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4434 approving an Amendment to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Dial-A-Ride Services for senior citizens and persons with disabilities for FY 2010/11 in an amount not to exceed \$272,860.

Attachments: Resolution No. 4434
Amendment Intergovernmental Agreement

RESOLUTION NO. 4434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) TO PROVIDE REGIONAL DIAL-A-RIDE SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY 2010/11 IN AN AMOUNT OF \$272,860.

WHEREAS, the City of Chandler desires to provide Dial-A-Ride public transportation services to its disabled and senior citizens; and

WHEREAS, the City of Chandler entered into an Intergovernmental Agreement (IGA) for provision of Dial-A-Ride public transportation services among the City of Chandler, the City of Mesa, the City of Tempe, and City of Scottsdale, and the Town of Gilbert and the Regional Public Transportation Authority (RPTA) on July 1, 2004, which was amended on July 1st of 2005, 2006, 2007, 2008 and 2009; and

WHEREAS, this Intergovernmental Agreement is amended annually to adjust cost allocations based on changes in service levels, procurement of capital equipment, and inflation; and

WHEREAS, it is deemed in the best interest of the City of Chandler and the citizens thereof to continue provision of Dial-A-Ride transportation services with certain changes to the IGA for FY2010/11.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute an amendment to the Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) to provide Regional Dial-A-Ride service for senior citizens and persons with disabilities for FY2010/11 in an amount of \$272,860.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2011.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4434 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of ____, 2011, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *ca for*

EAST VALLEY DIAL-A-RIDE
INTERGOVERNMENTAL AGREEMENT
CONTRACT # 118 32-2011

As of the 1st day of July, 2010 this amends the following items of the East Valley Dial-a-Ride Agreement entered into between the City of Chandler and the RPTA, dated the 1st day of July, 2004, as amended July 1, 2005, July 1, 2006, July 1, 2007, July 1, 2008 and July 1, 2009.

The following sections are hereby added to the Agreement entered into July 1, 2004, as amended.

SECTION 3: RPTA RESPONSIBILITY

- 3.6 RPTA will use its best efforts to manage service cost estimates, as depicted in Schedule C, within the budget. RPTA staff will provide regular updates to the City of Chandler as to the total and cumulative costs incurred on at least a quarterly basis. As ADA complementary Paratransit Service is a federally mandated program, RPTA cannot commit to limit the costs of this program to a prescribed funding level.

SECTION 5:

- 5.9 Civil Rights.

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those civil rights laws and regulations set forth on Exhibit A, as such civil rights laws and regulations may be amended from time to time.

The following sections replace and supersede those sections of the agreement entered into July 1, 2009.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2009.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2009.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2009.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2009.

The following Exhibit is hereby added to the agreement entered into July 1, 2004, as amended:

The attached Exhibit A.

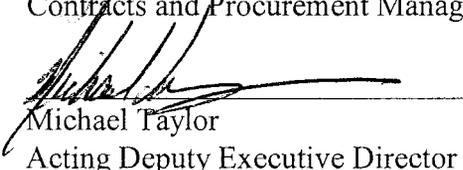
IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day
of _____, 2011.

By: _____
Jay Tibshraeny
Mayor

By: 
David A. Boggs
Executive Director

ATTEST: _____
Chandler City Clerk

ATTEST: 
Jon Medwin
Contracts and Procurement Manager

ATTEST: 
Michael Taylor
Acting Deputy Executive Director
Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the City of Chandler



Attorney for RPTA

SCHEDULE A

SERVICE DESCRIPTION

The goal of the East Valley Regional Dial-a-Ride (EVDAR) Project is to enhance the mobility of senior citizens and persons with disabilities living in the cities of Chandler, Mesa, Tempe, Scottsdale, the Town of Gilbert and neighboring communities. The project provides a joint Dial-a-Ride program in Chandler, Mesa, Gilbert, Tempe and Scottsdale that will coordinate with the existing service in Phoenix.

The program is designed to meet the performance criteria established by the Federal Transit Administration (FTA) Section 504 Program and the Americans with Disabilities Act (ADA) of 1991. The following is a description of the service:

1. Type of Service:

A shared-ride, predominantly reservation paratransit transportation service with a 45-minute on time window for Non-ADA service at least 91 percent of the time and with a 30 minute on time window for ADA service at least 91 percent of the time.

2. Eligibility Criteria/Certification Cards:

This system will be available for use by persons with disabilities and by persons aged 65 and older. Passengers may be issued a Regional Transit Discount Fare Card. Disabled riders may need proof of disability Medicare Card, Valley Metro Reduced Fare Card or (letter from physician or social services program) or an ADA Regional Certification Card. Only those with valid ADA certification or ADA visitors will be eligible to book an ADA trip.

3. Restrictions/Priorities:

Priority will be given to all ADA trips and there will be no restrictions or priorities based on trip purpose for any ADA trips.

4. Fares:

Non-ADA fares are based on a zone fare system. The first zone will be one dollar (\$1); each additional zone will be 50 cents. ADA fares are a flat rate of three dollars (\$3) beginning July 1, 2010. Notwithstanding any provisions of this Agreement, Fares may be amended at any time at the discretion of the RPTA Board of Directors. The map attached in Schedule B outlines the zones in each city.

5. Days and Hours:

Service hours every day for Non-ADA service will be from 7:00 a.m. to 7:00 p.m. in Chandler, Gilbert and Mesa and 3:00 a.m. to 2:00 a.m. in Scottsdale and Tempe. ADA service hours will be 4:00 a.m. to Midnight, everyday in Chandler, Gilbert and Mesa and 3:00 a.m. to 2:00 a.m. in Scottsdale and Tempe. Days and hours of operation may be amended at any time upon mutual agreement among parties to this Agreement.

6. Service area:

The EVDAR Service Area is more fully described in Schedule B. Each community's Service Area may be amended at any time upon agreement among the parties to this Agreement.

7. Transfers:

Transfers to or from the Phoenix dial-a-ride services will be arranged by the originating dial-a-ride and in a way that ensures that the receiving dial-a-ride is open and that the passenger does not wait more than 30 minutes for the transfer vehicle.

8. Complaints:

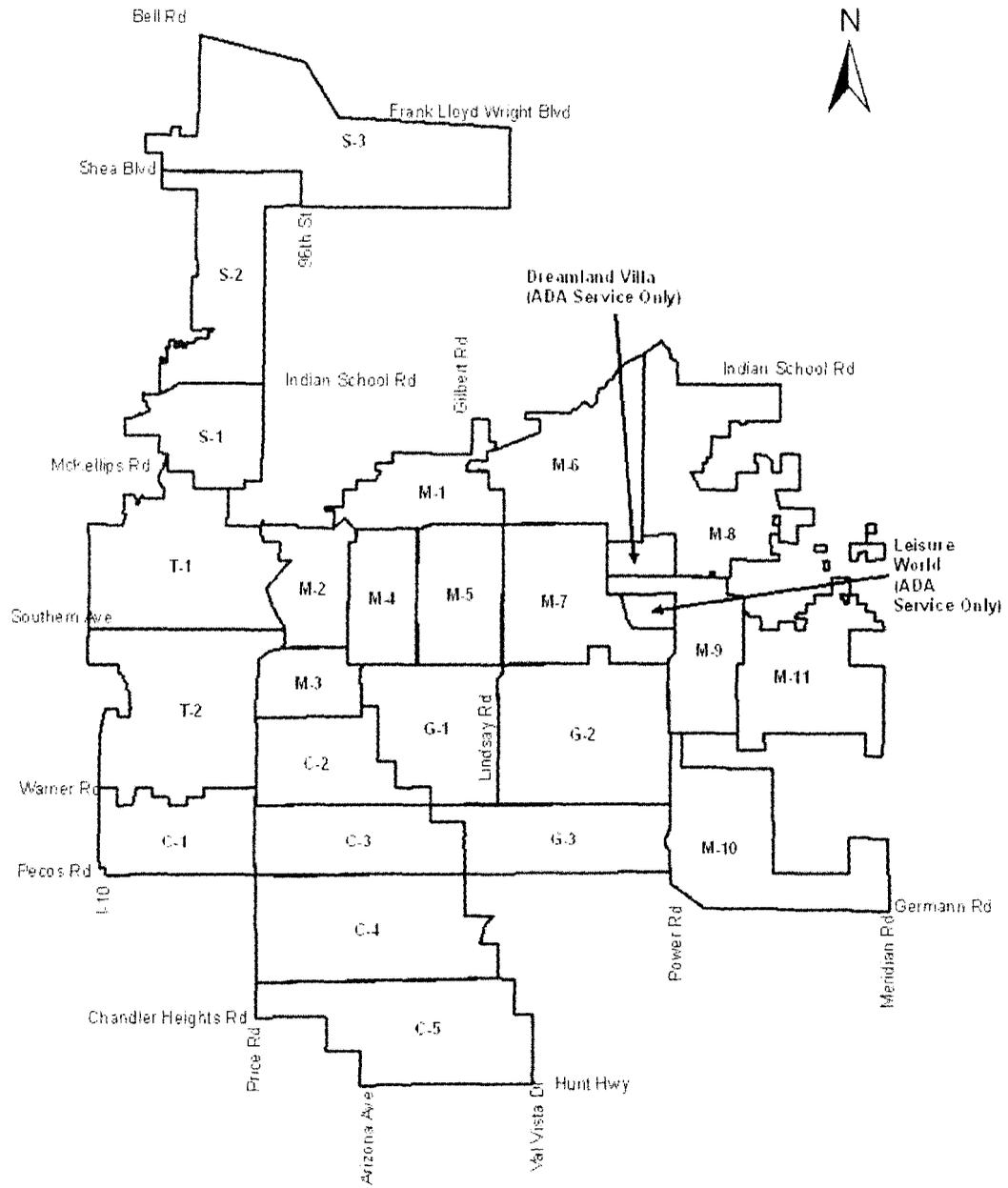
There will be a central (RPTA-based) complaint process. Each community may also maintain a complaint procedure to be responsive to the local needs.

9. Payment to Provider:

The operator will be paid on a fixed fee and per revenue vehicle service hour basis fee. All fares will be kept by the operator but remain the property of RPTA and serve to offset expenses. The operator is expected to achieve and maintain at least a 1.82 passengers per revenue hour performance standard.

SCHEDULE B

MAP OF SERVICE AREA



SCHEDULE C

FINANCIAL INFORMATION

I. Sources of Project Operating Budget:

FY 2010-2011

For the period of time July 1, 2010 through June 30, 2011, the City of Chandler will pay RPTA **\$272,860.00** for provision of East Valley Dial-a-Ride Services in twelve (12) monthly installments of **\$22,738.33** which shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. The value of Schedule C of this agreement for FY 2010/11 shall not exceed \$300,000 without City approval.

Funding for the provision of Dial-a-Ride Services under this Agreement will be proportionately allocated to Jurisdictions based upon the number of vehicle revenue service hours (VRSH) provided in the respective city or town. VRSH shall be allocated between the cities and towns based upon the actual number of minutes vehicle(s) are located within the geographic boundaries of each city and town. VRSH shall accrue from the moment a vehicle picks-up its first passenger at the beginning of a daily shift until the vehicle drops-off its last passenger at the end of a daily shift. VRSH shall exclude any time (such as mechanical breakdown time and lunch breaks) when the vehicle is not available to provide revenue generating passenger transportation. RPTA shall maintain driver logs and/or dispatcher records showing the times at which vehicles are in service and the times at which vehicles enter and leave each city's or town's boundaries, together with all other information necessary to determine VRSH as described herein.

At the end of each quarter, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only. At the end of the fiscal year, a final reconciliation will be performed. If it is found that CITY has paid more than its share of the costs of service, RPTA shall refund such overpayment to CITY. Conversely, if CITY has under paid its share of the costs of services, RPTA shall invoice the CITY for the underpayment.

II. Projected Service Level: FY 2010 - 2011

(For the period July 1, 2010 – June 30, 2011)

A. Revenue Hours:

CHANDLER: 21,084

III. Administrative Fee

Included in the estimated operating budget below, is a prorated fee of **\$36,761** charged by RPTA to administer, monitor, and market the project. The administrative fee is divided among the cities and towns based upon the actual number of VRSH provided in each city or town. The Administrative Fee, and all service fees, will be due on a monthly basis, commencing July 1, 2010.

SCHEDULE C Cont.

**East Valley DIAL-A-RIDE
Cost Projection Estimate
FY 10/11**

	Total	Chandler	Percent
Boardings	265,000	40,182	15.2%
Revenue Hours	137,980	21,084	15.3%
Gross Contractor Cost	\$ 8,420,593	\$ 1,286,707	15.3%
Fuel Cost	\$ 901,500	\$ 137,753	15.3%
Facility Costs	\$ 303,912	\$ 46,439	15.3%
Other Indirect Expenses	\$ 240,575	\$ 36,761	15.3%
Salaries, Fringes & Overhead	\$ 219,645	\$ 33,563	15.3%
Gross EVDAR Svc Ops	\$ 10,086,224	\$ 1,541,223	
Less Fares	\$ (445,000)	\$ (67,475)	15.2%
Less PTF ADA Funds	\$ (5,848,193)	\$ (1,178,998)	80.0%
FTA - Preventive Mntce	\$ (143,249)	\$ (21,889)	15.3%
Net EVDAR Svc Ops	\$ 3,649,782	\$ 272,860	

Eligible ADA Expenses	\$ 1,178,998
PTF ADA Savings thru close of FY 2009	\$ 819,420
PTF ADA FY 2010 Allocation	\$ 937,883
PTF ADA Used for FY 2010	\$ (1,014,383)
PTF ADA FY 2011 Allocation	\$ 635,863
Total Available for FY 2011	<u>\$ 1,378,783</u>
Estimated FY 2011 Use	<u>\$ (1,178,998)</u>
Estimated Savings Remaining for FY 2012	<u>\$ 199,785</u>

SCHEDULE D

PTF AVAILABILITY

For the period July 1, 2010 to June 30, 2011 it is estimated that the City of Chandler may request reimbursement from Regional Public Transportation Authority for a maximum of **\$1,378,783** for service consumed by RPTA ADA certified paratransit riders in City of Chandler. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2010-2011 budget by the RPTA Board of Directors.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

RPTA will administer and draw down ADA PTF Funding allocated to the City of Chandler in FY 2011, and credit ADA PTF revenues on behalf of Chandler in the operation of the East Valley Dial a Ride.

Maximum amounts:

City of Chandler	\$1,378,783
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EXHIBIT A

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.