

**RURAL TRANSIT ASSISTANCE PROGRAM
(RTAP)
THIRD PARTY CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2023 by and between Michigan Public Transit Association (hereinafter referred to as the AGENCY), and the _____ referred to as the ELIGIBLE-RECIPIENT).

SECTION 1 – DEFINITIONS

PROGRAM	Means the Rural Transit Assistance Program designed primarily for rural transit agencies dispersal of funds for eligible training activities and equipment and/or technical assistance and research activities that promote or benefit rural public transportation.
DEPARTMENT	Means the Michigan Department of Transportation.
OFFICE	Means the Office of Passenger Transportation of Michigan Department of Transportation.
AGENCY	Means the eligible authority, eligible governmental agency, or organization representing the rural transit agencies interests which is receiving funds from the DEPARTMENT under the PROGRAM, (Michigan Public Transit Association).
PROJECT	Means the providing of funds from the Rural Transit Assistance Program (RTAP).
STATE	Means the State of Michigan.
ELIGIBLE-RECIPIENT	Means the organization which will receive funds under this contract.
APPLICATION	Means the AGENCY'S application, submitted in cooperation with the ELIGIBLE RECIPIENT, for funding from this PROGRAM for the period October 1, 2023 to September 30, 2026.

SECTION 1 - PURPOSE

This Contract is made for the purpose of making federal Rural Transit Assistance Program (RTAP) grant funds available to the ELIGIBLE RECIPIENT for the costs of eligible training activities and equipment and/or technical assistance research activities that promote or benefit rural public transportation. Eligible recipients are rural agencies that receive Federal Transit Administration (FTA) Section 5310 or Section 5311 funds, hereinafter referred to as "ELIGIBLE RECIPIENT(S)." The ELIGIBLE RECIPIENT may only be reimbursed for the

percentage of eligible expenses equivalent to the percentage of services for which the ELIGIBLE RECIPIENT receives Section 5310 or 5311 funds.

SECTION 2 - FUNDING

The AGENCY agrees to disperse RTAP funds to all ELIGIBLE RECIPIENTS in accordance with FTA Circular C9041.1, incorporated herein by reference as if the same were repeated in full herein. The maximum amount of funding provided under this Contract for Fiscal Year 2024 (October 1, 2023-September 30, 2026 is \$5,500 (five thousand five hundred dollars) as determined by the DEPARTMENT.

Funding for Fiscal Years 2025 and 2026 will be determined by the DEPARTMENT contingent upon continuation of the PROGRAM and continued receipt of federal RTAP funds.

SECTION 3 – ACCOUNTING AND RECORD-KEEPING

The AGENCY, shall provide to the ELIGIBLE-RECIPIENT, the State funds designated for the eligible costs incurred in the performance of this contract within ten (10) working days of the receipt of said funds from the DEPARTMENT.

The ELIGIBLE-RECIPIENT shall maintain books, records, documents, and other accounting records in accordance with the general accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The ELIGIBLE-RECIPIENT shall assure that the records to support the expense(s) are established and maintained.

The ELIGIBLE-RECIPIENT is responsible to use the Request Forms (Attachment A) and Travel Vouchers (Attachment B). The ELIGIBLE-RECIPIENT shall review and follow all Travel Rates (Attachment C) and Guidelines (Attachment D) set forth by the DEPARTMENT.

SECTION 4 - MISCELLANEOUS PROVISIONS

- (a) If any provision of this contract is held invalid, the remainder of this contract shall not be affected, if any such remainder continues to the provisions and requirements of applicable law.
- (b) The ELIGIBLE-RECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this contract shall require the ELIGIBLE-RECIPIENT to observe, comply, or do any other things in contravention of any STATE, Local or Federal law.
- (c) None of the funds, materials, property, or services obtained by the AGENCY or the ELIGIBLE-RECIPIENT under this contract shall be used for any partisan

political activity, or to further the election or defeat of any activity, or defeat of any candidate for public office.

SECTION 5 - TERM OF CONTRACT

Upon execution, this contract shall cover the period commencing October 1, 2023, and extending through September 30, 2026.

IN WITNESS WHEREOF, the parties hereto have cause for this Contract to be executed.

Michigan Public Transit Association

BY: _____
Clark Harder, Executive Director

Agency

BY: _____
Authorized Signature

Print Name