

Resolution 2026-R-104

***Resolution Authorizing the execution of an Agreement
with the Regional Planning Commission of Greater Birmingham***

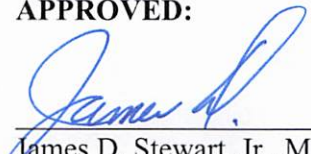
BE IT RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with the Regional Planning Commission of Greater Birmingham for the acceptance of funds related to the purchase of a Champion Challenger with a wheelchair lift. Such agreement shall be in substantially the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This 21st day of April, 2026.



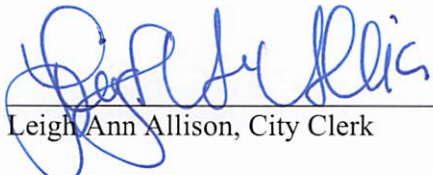
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

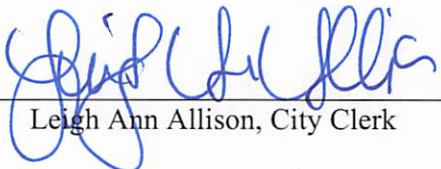
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 21st day of April, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

**SUBRECIPIENT FUNDING AGREEMENT BETWEEN
REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM
and
CITY OF IRONDALE**

This Subrecipient Funding Agreement (“Agreement”) is made and entered into by and between the Regional Planning Commission of Greater Birmingham (RPCGB) and the City of Irondale (Subrecipient), collectively referred to as Parties.

RECITALS

WHEREAS, RPCGB acts as the Designated Recipient for the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities for the Birmingham urbanized area apportionment funds (5310); and

WHEREAS, RPCGB, working through FTA, has the authority to fund local projects, provided that an agency receiving grant funds agrees to and can perform the responsibilities required by FTA; and

WHEREAS, Subrecipient through this agreement agrees to adhere to the federal fiscal year certifications and assurances for the FTA assistance programs as required; and

WHEREAS, Subrecipient has submitted a project proposal (project) for financial assistance and, based on representations made, the Subrecipient is eligible to receive 5310 grant funding; and

WHEREAS, to the extent required, the project is included in the approved Human Services Coordinated Transportation Plan; and

WHEREAS, RPCGB has agreed to provide Subrecipient with a portion of the 5310 Birmingham urbanized area apportionment.

NOW THEREFORE, the Parties agree, and by the execution hereof are bound, to the mutual obligations, performance, and accomplishment of the tasks hereinafter described.

ARTICLES

I. TERMS AND CONDITIONS

This Agreement begins on April 1, 2026 and remains in effect through the FTA useful life of the vehicle and/or equipment purchased through this Agreement unless terminated or otherwise modified in an amendment. Any project funds not utilized by the termination date of this Agreement will be used for other eligible 5310 projects.

As a Subrecipient of Section 5310 funds, the Subrecipient understands and agrees that receipt of such funding is contingent and conditioned on its compliance with all RPCGB and federal requirements, and that these requirements necessarily encompass all applicable federal statutes, regulations, terms, and conditions of the federal award, as well as those set out in the FTA Master Agreement (Master Agreement), as amended from time to time. The terms and conditions of the Master Agreement are hereby incorporated herein and made a part hereof for all purposes as if fully set out. Any conflict between this Agreement and the Master Agreement will be resolved in favor of the Master Agreement. Any violation of a federal requirement by the Subrecipient can result in an enforcement action undertaken by FTA and termination of this Agreement by RPCGB and/or FTA.

The Subrecipient must not represent itself as an agent or employee of RPCGB and has no authority to bind RPCGB in contract or otherwise.

The Subrecipient agrees to maintain sufficient legal, financial, technical, and managerial capacity to:

- plan, manage, and complete the project and provide for the use of project services during the project agreement term
- comply with the terms of this Agreement, the approved project budget, and the project schedule, and
- comply with all applicable federal laws, regulations, and requirements, the Master Agreement, and the annual Certifications and Assurances to FTA

Subrecipient must notify RPCGB as soon as possible but not more than thirty (30) days after the occurrence of any change in conditions (including its legal, technical, financial, or managerial capacity), any change in local law, or any other event that may significantly affect Subrecipient's ability to perform the project in accordance with the terms of this Agreement. Subrecipient must provide immediate written notification to RPCGB of any current or prospective major dispute, breach, default, or litigation that may affect RPCGB's or the federal government's interest in the project or the federal government's administration or enforcement of its laws or regulations, and must also inform RPCGB and FTA in writing before naming the federal government as a party to litigation. Subrecipient agrees and understands that FTA retains the right to concur in any compromise or settlement of any claim involving the project.

Parties agree and understand that any given term under this Agreement cannot be extended past the period of the grant award from which the funding is originating.

II. PROJECT DESCRIPTION

FTA 5310 Program funds are for the provision of transportation services to meet the specific needs of seniors and individuals with disabilities. Subrecipient has submitted and must be responsible for implementing and completing the project as described in Exhibit A attached hereto and incorporated herein. Subrecipient must promptly notify RPCGB, in writing, any time the transportation services being funded either directly or through the purchase of capital equipment for 5310 eligible services under this agreement will be suspended or discontinued.

Vehicles acquired with 5310 program funds must be used for public transportation with a focus on meeting the transportation needs of seniors and individuals with disabilities. Vehicles acquired through this agreement may not be used for private transportation including transportation for other subrecipient functions not specifically meeting the transportation needs of seniors and people with disabilities. Incidental use is permissible for other federally supported activities when the incidental use does not interfere with the purpose of the grant. Under the incidental use policy established by FTA C 9070.1H, the subrecipient may coordinate and assist in providing meal delivery services for homebound people on a regular basis, if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to seniors and individuals with disabilities.

III. FUNDING

To the extent that RPCGB receives Section 5310 funds for the project, RPCGB will use FTA funds to compensate the Subrecipient for eligible expenses as listed in Exhibit A.

Subrecipient understands that the federal funds to be provided under this Agreement are contingent on FTA's approval of the grant application and are subject to the federal lapsing requirements. RPCGB assumes no responsibility for funding any portion of the project. The entering into this Agreement by RPCGB is subject to RPCGB's receipt of federal funds adequate to carry out the provisions of this Agreement. RPCGB may cancel the project and associated work if RPCGB determines that there will be a lack of adequate funding available for the project. In such an event, RPCGB must notify the Subrecipient in writing within thirty (30) days in advance of the date that such cancellation is effective, and the cancellation will be treated as a termination for convenience under Article IX of this Agreement. RPCGB is not responsible for providing any funding to substitute for the federal funds in the event the grant is withdrawn or not provided for any reason. In the event the grant is closed, the Subrecipient must reimburse RPCGB for any funds paid that were no longer available in the FTA grant award.

This is a one-time grant award of federal funds by RPCGB to the Subrecipient and does not imply or obligate RPCGB to any future funding commitment.

Subrecipient must provide local match funds as listed in Exhibit A. The subrecipient agrees to provide sufficient funds, together with the federal assistance, that will ensure payment of the actual cost of each project activity covered by FTA grant funds. Subrecipient agrees to complete all proceedings necessary to provide the local share of the project costs at or before the time the local share is needed for the project. Subrecipient also agrees to provide the proportionate

amount of the local share promptly as it incurs project costs or as project costs become due. No refund or reduction of the local share may be made unless, at the same time, a refund of the proportional amount of the federal funds is made. If unobligated funds remain after the end of the project performance period, RPCGB will release the unused funds to be used on future 5310 projects.

Subrecipient must expend federal funds only for eligible project costs, as set forth in the Master Agreement and applicable FTA Circulars, and as described in the Subrecipient's grant application. To be eligible for federal participation, costs must:

- be in conformance with the project description and all other terms of this Agreement
- be necessary to accomplish the project
- be reasonable for the goods or services purchased
- be the actual net costs to the Subrecipient
- be incurred for activity within the effective dates of this Agreement, unless otherwise noted
- be satisfactorily documented
- be eligible for federal participation under federal laws, regulations, and/or directives
- be treated consistently in accordance with accounting principles and procedures approved by RPCGB; and
- follow Department of Transportation regulations pertaining to allowable costs (49 C.F.R. §18.22(b) or §19.27), which specify the applicability of Office of Management and Budget (OMB) circulars.

Subrecipient must submit invoices and/or reimbursement requests for actual and eligible project costs incurred and paid by the Subrecipient consistent with the project scope of work. Final requests for payment must be submitted no later than 60 days following the end of the fiscal year in which the funds are allocated. Failure to comply with submission deadlines will be considered a material breach of this Agreement and may result in delay or denial of payment. All payments made by RPCGB are subject to audit.

Should vehicle delivery or funds for preventive maintenance, purchase of transportation, or operational expenses not be expended by the end of the fiscal year, where possible, the RPCGB may assist the Subrecipient in extending the remaining funds for use in the next fiscal year. The Subrecipient must notify the RPCGB no less than 45 days before the end of the fiscal year that funds may be outstanding. Subrecipients should understand that the FTA expects all funds to be expended within three years of allocation.

Payment

Unless otherwise agreed to by both Parties, a payment request must include an invoice and supporting documentation. Payment will only be made for eligible costs approved by RPCGB in advance of the purchase. RPCGB will not make payment until all supporting documentation required by this Agreement has been submitted.

RPCGB will pay Subrecipient within ten (10) days of the receipt of an approved request for payment, subject to the appropriation and availability of federal funds for this grant. If federal funds are not available to RPCGB for this grant, RPCGB may defer payment to the Subrecipient until the funds become available or terminate this Agreement for Convenience as provided for under Article XI of this Agreement.

Subrecipient understands and agrees that payment for any project cost does not constitute the FTA's final decision about whether that cost is allowable and eligible for payment under the project and does not constitute a waiver of any violation by the Subrecipient of the terms of this Agreement. Subrecipient acknowledges that FTA will not make a final determination about the allowability and eligibility of any cost until an audit of the project has been completed. If the FTA determines that RPCGB or Subrecipient is not entitled to receive any portion of the federal assistance requested or paid, FTA will notify RPCGB in writing, stating its reasons. Subrecipient agrees that project closeout will not alter Subrecipient's responsibility to return any funds as a result of later refunds, corrections, or other similar transactions, nor will project closeout alter the FTA's right to disallow costs and recover funds provided for the project based on an audit or other review. Unless prohibited by federal law or regulation, FTA may recover any federal financial assistance made available for the project as necessary to satisfy any outstanding monetary claims that it may have. Subrecipient must reimburse RPCGB for any expenditures not in compliance with this Agreement or any FTA requirement, or otherwise disallowed by FTA.

Subrecipient understands that the FTA may de-obligate unexpended federal funds before project closeout.

In addition to a payment request, Subrecipient must submit, in a form acceptable to RPCGB, all data RPCGB deems necessary to comply with the 49 U.S.C. Section 5310 grant requirements. Subrecipient agrees to and must fully cooperate with RPCGB in securing the required information for required reporting periods.

IV. AMENDMENTS

All amendments to this Agreement must be executed by both Subrecipient and RPCGB. Before any changes to the Agreement are made, the Party desiring an amendment must notify the other Party in writing by describing the revision and explaining the need.

V. SUBCONTRACTORS

Any subcontract with individuals or organizations to provide services under this Agreement requires RPCGB's approval. Subcontracts must include all applicable federal requirements, including any necessary provisions requiring subcontractor to extend applicable requirements to its subcontractors to the lowest tier necessary.

Subrecipient understands that it is the policy of the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. 26, will have the opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Subrecipient is solely responsible for the performance of all subcontractors and the fulfillment of all requirements of this Agreement. RPCGB has a contract with and will recognize only the Subrecipient.

Subrecipient assures that each of its subcontractors fully and properly perform their work under the subcontract.

Subrecipient agrees that subcontracts do not relieve it of any duty or liability under this Agreement, nor does it create any duty or liability on the part of RPCGB to any subcontractor. Subrecipient has sole responsibility for promptly settling any disputes between subcontractors and between the Subrecipient and any subcontractor. Upon request of RPCGB, Subrecipient must provide RPCGB with information regarding the status of any disputes involving any of its subcontractors.

Subrecipient must pay its subcontractors on a timely basis, for work performed by such subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable state and federal law. Upon request, Subrecipient must provide RPCGB with information regarding the status of payments to subcontractors, including the reasons for any nonpayment.

VI. ACCOUNTING AND AUDIT

In compliance with applicable federal laws, regulations, and directives, and except to the extent that FTA determines otherwise in writing, Subrecipient agrees as follows:

- Except to the extent that FTA determines otherwise in writing, Subrecipient agrees to support all costs charged to the project, including any approved services or property contributed by the Subrecipient or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. Subrecipient also agrees to maintain accurate records of all program income derived from project implementation, except certain income FTA determines to be exempt from federal program income requirements. Regarding Program Income, Subrecipient agrees to adhere to the terms and conditions set out in Article VII of this Agreement.
- Subrecipient must provide for control and accountability for all federal and project funds consistent with any applicable grant requirements.
- Subrecipient must establish and maintain proper accounting procedures and cash management records and documents in accordance with generally accepted accounting principles.
- Subrecipient must meet or exceed all applicable audit requirements outlined in Title 48 C.F.R. Unless permitted otherwise by federal statute or regulation, Subrecipient must comply with all applicable provisions of 2 C.F.R. Part 200. Subrecipient must perform, if applicable, and provide as promptly as possible, any financial and compliance audits as

required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*; 2 C.F.R. Part 200, and the most recent applicable OMB Compliance Supplement provisions for the U.S. DOT. Subrecipient must provide RPCGB a copy of the audit reports and bring to RPCGB's attention any audit findings relevant to Subrecipient's use of 49 U.S.C. 5310 funds, along with a statement that clearly describes the expected action of Subrecipient to repay any disallowed costs, make financial adjustment, or take other action. RPCGB may impose conditions on further funding based on such audit findings. In the event Subrecipient fails to provide required audits, or if Subrecipient is unable or unwilling to have a required audit(s) as provided in this agreement, RPCGB may:

- Withhold a percentage of the grant funds until the audit(s) is completed
- Withhold any disallowed costs
- Suspend or condition further grant funding until the audit(s) is completed, or
- Terminate this Agreement

During the period of this Agreement, as set forth in Article I, RPCGB will monitor and may conduct fiscal and/or program audits of Subrecipient under the terms of the Agreement. Representatives of RPCGB and/or the federal government must have access to project facilities, records, and financial statements at all reasonable times relevant to this Agreement for these purposes. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as RPCGB and/or the federal government deem necessary.

Subrecipient agrees to maintain all documentation and materials relevant to this Agreement for a period as required by the appropriate retention statutes but in no case less than four (4) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been conclusively resolved.

VII. STANDARDS FOR ADMINISTRATION

For purposes of this Agreement, Subrecipient agrees that its standards for financial administration will conform to the requirements of 49 C.F.R. Part 18, §18.20.

Except for income from royalties and proceeds from the sale of real property or equipment, Subrecipient must retain Program Income, if any, and apply such income to allowable capital or operating expenses. If federally funded, Program Income from royalties and proceeds from sale of real property or equipment must be managed as specified in federal provisions. Program income means gross income received by Subrecipient directly generated by a grant-supported activity or earned only because of this Agreement. Subrecipient must comply with standards governing the receipt and application of program income as set forth in 49 C.F.R. §18.25.

Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under an agreement similar to this Agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in federal regulations, Program

Income does not include interest on grant funds, rebates, credits, discounts, refunds, etc., and interest earned on any of them.

Additionally, per 2 CFR 200.313, RPCGB must abide by federal regulations for the disposal or sale of property purchased with Federal assistance. As such, the Subrecipient must contact RPCGB for instructions on the disposal or sale of the items purchased under this agreement.

VIII. PROPERTY

Subrecipient's property/equipment (property) management standards must include, but not be limited to:

- Records that include:
 - Description and source of property
 - Serial number or other identification number
 - Titleholder(s)
 - Acquisition date and cost
 - Percentage of federal participation
 - Location, use, and current condition
 - Maintenance history for each vehicle
 - Disposition data, including sale price and date, and method of disposal, after the useful life of the item has been exceeded, and within the parameters set above.
- Conducting a physical inventory of the property at least once every year and reconciling the inventory with property records described in the preceding paragraph
- Developing a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft is to be investigated and documented.
- Developing and following procedures to keep the property maintained and in good condition. At a minimum, Subrecipient must follow the vehicle maintenance schedule recommended by the manufacturer, showing the date maintenance was performed. Maintenance records must be provided to RPCGB quarterly, and upon request.
- Requesting disposition instructions from RPCGB, and if authorized to sell the property, using proper sales procedures to ensure the highest possible return.

Subrecipient must comply with all applicable laws, including, but not limited to, FTA Circular 5010.1E, to protect public investment in real property and property purchased in whole or in part with federal funds.

If project property is not used in the proper manner or is withdrawn from public transportation services, Subrecipient must immediately notify RPCGB. RPCGB reserves the right to direct the sale or transfer of property acquired under this Agreement upon determination by RPCGB that project property has not been fully or properly used.

Irrespective of coverage by insurance, in the event of loss or damage to project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.

Subrecipient must notify RPCGB immediately of theft, accident, vandalism, or other destruction of project-related property.

IX. REPORTS

Subrecipient must, at a minimum, submit the following reports to RPCGB for the duration of the project:

- Requests for Payment/Reimbursement
- Annual FTA Certifications and Assurances
- Annual financial report and audit
- Any other reports or documents that may be requested by RPCGB or FTA.

Request for Payment/Reimbursement documentation should be submitted to RPCGB and must be emailed to bharper@rpcgb.org or sent to:

Brooke Harper
Regional Planning Commission of Greater Birmingham
Two 20th St N, Ste 1200
Birmingham, AL 35203

All reports required to be submitted to RPCGB must be emailed to bharper@rpcgb.org.

Subrecipient must cooperate in and comply with all management reviews, triennial reviews, financial audits, and compliance reviews that RPCGB or FTA may undertake regarding the project.

Subrecipient must promptly notify RPCGB, in writing, any time the transportation services being funded under this agreement will be negatively impacted, including problems, delays, or adverse conditions that will materially affect Subrecipient's ability to provide the transportation services under this Agreement. This disclosure must be accompanied by a statement of the action taken or contemplated by Subrecipient.

Subrecipient agrees to submit to RPCGB all reports required by federal laws, regulations, and directives, this Agreement, and any other reports RPCGB or FTA may specify. All reports and other documents or information intended for public availability developed during the project and required to be submitted to RPCGB or FTA. As part of the audit requirements under Article VI of this Agreement, during the course of the project or useful life of the item purchased with Federal funds, and for four (4) years thereafter from the date of transmission of the final progress report, Subrecipient agrees to maintain and have readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the federal government may require.

Subrecipient agrees to permit the U.S. Secretary of Transportation and the Comptroller General of the United States or their authorized representatives, upon request, to examine and inspect all project records, documents, papers, and contracts related to the project as required by 49 U.S.C. § 5325(g).

X. DISPUTES AND REMEDIES

Any dispute arising under or related to this Agreement that is not disposed of by agreement between RPCGB and the Subrecipient must be decided in accordance with the provisions of this Article, provided that by mutual agreement, the matter may be taken immediately to any higher step in the dispute resolution process or to litigation. Pending final resolution of a dispute, Subrecipient must proceed diligently with the performance of the Agreement in accordance with the decision or determination of RPCGB, provided that the action of Subrecipient in proceeding with such performance must not prejudice its position in the dispute resolution process.

All disputes must be initiated through a written dispute notice submitted by either Party to the other Party within fifteen (15) business days after the date the dispute first arises. Within twenty (20) business days after delivery of the dispute notice, the receiving Party must submit a written response to the other Party. The dispute notice and written response must include:

- a statement of the Party's position and a summary of the arguments supporting that position
- evidence supporting the Party's position
- the name of the person who will represent that Party and any other person who will participate in negotiations and/or dispute resolution.

Following a dispute notice and response as specified in the above paragraph, the Parties must first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties will meet at a mutually acceptable time and place within fifteen (15) days after delivery of the dispute response and thereafter, as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information from one Party to the other must be honored.

If the dispute is not resolved within forty-five (45) days after delivery of the dispute notice, either Party may submit the dispute (together with the dispute notice, the response, and any minutes from the process) to a two-person panel consisting of the executive directors for Subrecipient and RPCGB or a designee authorized to bind the respective agency in the agreement. These two individuals must meet within thirty (30) days after the date of the submittal and must attempt to reach a fair and equitable resolution of the dispute. If the two-person panel resolves the dispute, they will issue a written decision to be administratively final and conclusive. If the panel is unable to resolve the dispute, either Party may proceed to mediation.

Any dispute which is not resolved by the Parties through the operation of the preceding provisions of this Article may be submitted by either Party to mediation in accordance with Alabama Civil Court Mediation Rules set forth in Act No. 96-515, 1996 Ala. Acts, codified at §6-6-20, Ala. Code 1975. If not resolved by mediation, either Party may pursue its case in a court of competent jurisdiction.

Pending final resolution of a dispute under this Article, the Subrecipient must proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of RPCGB, provided that the action of the Subrecipient in proceeding with such performance must not prejudice its position in the dispute resolution process.

If agreed by both Parties, disputes may be resolved by a mutually agreed alternative dispute resolution process, including arbitration, which may include structured negotiations different from that specified in this Article, mediation, arbitration, or fact finding.

This Agreement must not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by any Party and must be cumulative.

XI. TERMINATION

RPCGB reserves the right to terminate this Agreement for cause, convenience, or agreement as follows.

Termination for Cause

RPCGB reserves the right to terminate this Agreement and withhold all payments of funds in the event of any of the following circumstances:

- Subrecipient has breached or failed to perform any term or condition of this Agreement
- Subrecipient has violated the terms of FTA's Master Agreement or other federal requirement, or
- Subrecipient fails to make progress in the performance of the project to endanger its performance

Prior to termination, RPCGB must notify Subrecipient in writing of the specific violation and provide a thirty (30) day remedy period, during which time Subrecipient must provide material evidence of an earnest effort to resolve the violation. If, after thirty (30) days, RPCGB is not satisfied with Subrecipient's efforts to remedy the situation, RPCGB may give written notice of termination to Subrecipient specifying the effective date thereof, at least five (5) days before the effective date of termination.

Notwithstanding the above, Subrecipient must not be relieved of liability to RPCGB for damage sustained to RPCGB by any breach of this Agreement by Subconsultant, and RPCGB may withhold payments to Subrecipient as collateral until the exact amount of damages due RPCGB is determined.

Termination of any financial assistance for the project will not invalidate obligations properly incurred by the Subrecipient by the termination date, to the extent such obligations cannot be cancelled. If, however, RPCGB determines that Subrecipient has willfully misused funds by failing to make adequate progress, failing to make appropriate use of the funds, or failing to comply with the terms of this Agreement, RPCGB reserves the right to require the Subrecipient to refund the entire amount of federal funds provided for the project.

Except as otherwise provided, settlement of claims under this termination clause must be in accordance with the provisions set forth in 48 C.F.R. Part 49. If a determination is made, either pursuant to a dispute resolution process or by a court of competent jurisdiction, that RPCGB's termination of this Agreement for default was improper or otherwise contrary to this Agreement, then that termination will automatically convert to a Termination by Convenience under this Article unless the Parties otherwise agree.

The rights and remedies of RPCGB under this Article are not exclusive and are in addition to any other rights and remedies RPCGB may have under this Agreement or applicable law.

Termination for Convenience

This Agreement may be terminated by either Party in accordance with this Article whenever a Party determines that such termination is in its best interest. Any such termination must be effected by delivery to the other Party of a written notice of termination, provided it is not less than thirty (30) days prior to the termination date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of a notice of termination under this Article and except as otherwise directed by RPCGB, the Subrecipient must:

- stop work under the Agreement on the date and to the extent specified in the notice of termination
- place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated
- terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination

- assign to RPCGB in the manner, at the times, and to the extent directed by RPCGB, all right, title, and interest of the Subrecipient under the orders and subcontracts so terminated
- settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of RPCGB, to the extent RPCGB may require, which approval or ratification will be final for all the purposes of this Article
- transfer title to RPCGB and deliver in the manner, at the times, and to the extent, if any, directed by RPCGB, supplies, equipment, and other material produced as a part of or acquired in connection with the performance of the work terminated, and any information and other property which, if the Agreement had been completed, would have been required to be furnished to RPCGB
- complete any such part of the work that was not terminated by the notice of termination
- act as necessary, or as RPCGB may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Subrecipient and in which RPCGB has or may acquire an interest. Except as otherwise provided, settlement of claims by a Contractor must be in accordance with the provisions set forth in 48 C.F.R. Part 49.

Termination by Agreement

This Agreement may be terminated by mutual agreement of the Parties. Such termination will be effective in accordance with a written agreement by the Parties.

Force Majeure

Subrecipient must not be in default for failure in performance of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to, acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

XII. INDEMNIFICATION

To the extent permitted by law, Subrecipient covenants and agrees to fully indemnify, hold harmless, and defend RPCGB and its Trustees, employees, officers, director, and representatives, individually or collectively, from and against any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, personal or bodily injury, death and property damage, made upon RPCGB, caused by Subrecipient's activities under this Agreement, including any acts or omissions of Subrecipient, any agent, officer, director, representative, employee, consultant, or subcontractor and their respective officers, agents, employees, directors, and representatives while exercising or performing the rights or duties under this Agreement. The indemnity provided in this paragraph does not apply to any liability resulting from the negligence of RPCGB, its officers, or employees.

In the event Subrecipient and RPCGB are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the State of Alabama, without waiving any governmental immunity available to either Party under Alabama law and without waiving any defenses of the Parties.

The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Each Party must promptly advise the other in writing of any claim or demand made known to said Party related to or arising out of activities under this Agreement.

Subrecipient acknowledges that it is not an agent, servant, or employee of RPCGB and that it is responsible for its acts and deeds and those of its agents, employees, or volunteers during the performance of the Agreement.

XIII. INSURANCE

Subrecipient understands and agrees that any directors, employees, agents, and/or representatives of Subrecipient, while engaged in the performance of any work for Subrecipient or any work related to this Agreement, will be considered directors, employees, agents, representatives of Subrecipient under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law.

Upon request, Subrecipient must furnish copies of Certificates of Insurance and applicable endorsements to RPCGB, which must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limit, and termination provisions shown thereon, and which contains all required information referenced or indicated thereon.

RPCGB reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal of the term thereof and to modify insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will RPCGB allow modification whereupon RPCGB may incur increased risk.

Subrecipient's financial integrity is of interest to RPCGB, therefore, subject to Subrecipient's right to maintain reasonable deductibles, Subrecipient must obtain and maintain in full force and effect for the duration of this Agreement, and any extension thereof, at Subrecipient's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to conduct business in the State of Alabama, in the types and amounts with limits of liability not less than the following:

- **Workers' Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Alabama and/or any other state or federal law as may be applicable.

- **Employer's Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than \$1,000,000 for Each Accident

- Coverage is required for general liability, including coverage for the following where exposure exists:
 - Premises/Operations
 - Independent Contractors
 - Personal Injury
 - Contractual Liability

- **Broad Form Property Damage**
 - General Aggregate: \$2,000,000
 - Personal Injury per occurrence: \$1,000,000
 - Each Occurrence: \$1,000,000
 - Fire Damage to Leased Premises: sufficient to cover all losses

- Coverage is required for automobile liability, covering all owned/leased, hired, and non-owned motor vehicles in the amount of \$ 1,000,000 Combined Single Limit

RPCGB is entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by RPCGB, and may make a reasonable request for deletion, revision, or modification of policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Upon such request by RPCGB, Subrecipient must exercise reasonable efforts to accomplish such changes in policy coverage and must pay the cost thereof.

Subrecipient agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- RPCGB must be named, along with its officers, employees, and Board of Trustees, as additional insureds by endorsement with respect to operations and activities of or on behalf of the named insured performed under contract with RPCGB, except workers' compensation.

- Subrecipient's insurance must be deemed primary and noncontributory with respect to any insurance or self-insurance carried by RPCGB for liability arising from matters under this Agreement.

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of RPCGB.

Subrecipient must notify RPCGB of any notice of cancellation, nonrenewal, or material change in coverage and must give such notices not less than thirty (30) days prior to the change, or ten (10) day notice for cancellation due to nonpayment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices must be provided to RPCGB by emailing Bharper@rpcgb.org or mailing to:

Brooke Harper
Regional Planning Commission of Greater Birmingham
Two 20th St N, Ste 1200
Birmingham, AL 35203

Should Subrecipient fail to maintain the insurance or to secure and maintain the endorsements, RPCGB may determine Subrecipient to be in default of this Agreement.

Nothing contained herein will be construed as limiting in any way the extent to which Subrecipient may be held responsible for payment of damages to persons or property under this Agreement.

To the extent applicable, the insurance terms and conditions, as outlined in this Article, may be satisfied by and through a Subrecipient's self-insurance program. Self-insurance certificates showing the equivalent in coverage must be provided to RPCGB on or prior to the date this Agreement is signed by Subrecipient. Upon request, Subrecipient agrees to submit evidence of such self-insurance program coverages to RPCGB by providing, at a minimum, a then current self-insurance certificate.

XIV. COMPLIANCE

Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, Subrecipient must furnish RPCGB with satisfactory proof of compliance. This includes all RPCGB policies that are effective or become effective during the term of this Agreement.

In accordance with The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act), Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien. During the performance of this Agreement, Subrecipient must maintain participation in the E-Verify program and must verify every employee according to the applicable federal rules and regulations.

The Subrecipient will ensure that these requirements are satisfied by each subcontractor in accordance with the Act. Subrecipient must maintain within their files an Affidavit of Alabama Immigration Law Compliance and E-Verify Memorandum of Understanding (MOU) for each subcontractor and make these documents available upon request by the RPCGB, state authorities, or law enforcement to verify compliance with the Act.

Failure to comply with these requirements may result in breach of contract, termination of this Agreement, and possibly suspension or revocation of business opportunities with the RPCGB.

XV. NONCOLLUSION

Subrecipient warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, officer, or director, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event Subrecipient breaches or violates this warranty, RPCGB has the right to annul this Agreement without liability or, in its discretion, to deduct from the amount in Article III of this Agreement, or otherwise recover the full amount of such award, fee, commission, brokerage fee, gift, or contingent fee.

XVI. CIVIL RIGHTS

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, Subrecipient agrees that it will not discriminate against any person employed by Subrecipient or against any person participating in or with Subrecipient because of race, color, religion, national origin, sex, age, or disability.

XVII. SUSPENSION AND DEBARMENT

Subrecipient certifies that it is not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Subrecipient represents that it is not named on any list of suspended or debarred entities as shown on any list maintained by the federal government (Debarment List) and has not been on any such list for the last three years. Subrecipient may not subcontract with any entity that is suspended or debarred from receiving federal funds as listed on any Debarment List or has been on any such list in the last three years. Subrecipient must verify that such entity (and its principals as defined in 2 C.F.R. 180.995) is not suspended or debarred from receiving federal funds (nor are there pending proceedings to do so) and that such entity or its principals are not named on any Disbarment List, that such entity (or its principals) has not been on any such list for the last three years, and Subrecipient must maintain documentation of verification of compliance. The verification may be accomplished by checking the System for Award Management (SAM) maintained by the U.S. General Services Administration (GSA) and available at www.sam.gov/portal/public/SAM or by collecting a certification from the entity.

All FTA and other federally mandated terms will be deemed to control in the event of a conflict with any provisions contained in this Agreement. Notwithstanding any other provision in this Agreement, Subrecipient must not perform any act, fail to conform, or refuse to comply with any requests necessary for RPCGB to comply with federal laws and regulations.

Subrecipient must specifically comply with the federal contracting requirements as set forth in the Federal Transit Administration Master Agreement (Master Agreement), which is part of this Agreement.

This Agreement incorporates by reference:

- Project Description (Exhibit A)
- Federal Fiscal Year Certifications and Assurances for FTA grant programs
- FTA Master Agreement

This Agreement, including Exhibit A, the Federal Fiscal Year Certifications and Assurances for FTA, and the FTA Master Agreement, represents the entire Agreement between the Parties concerning the subject matter herein and supersedes any prior or contemporaneous oral or written statements, agreements, correspondence, quotations, and negotiations.

The Parties agree and understand that a statutory or regulatory reference made in this Agreement means and refers to the current statutory or regulatory provision as it is or has been amended. Furthermore, the cited references are included only to the extent they apply to the use of these grant funds and/or this Agreement.

XVIII. EMPLOYEE PROTECTIONS

The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

XIX. DRUG-FREE WORKPLACE

By execution of this Agreement, Subrecipient certifies that it will comply with all applicable provisions of The Drug-Free Workplace Act of 1988 (41 U.S.C. 81).

XX. SUCCESSORS AND ASSIGNS

Subrecipient binds itself, its successors, assigns, executors, and administrators to all covenants of this Agreement. Subrecipient must not sign, sublet, or transfer their interest in this Agreement without the written consent of RPCGB.

XXI. LEGAL CONSTRUCTION

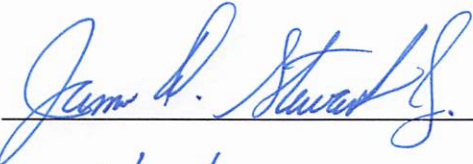
If one or more of the provisions contained in this Agreement are found, for any reason, to be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Exhibits referenced herein are incorporated for all purposes.

XXII. SIGNATORY WARRANTY

The undersigned signatory for Subrecipient hereby warrants and represents that they are an officer of the organization for whom they have executed this Agreement and that they have complete authority to enter into this Agreement on behalf of the organization and bind the organizations to the terms and conditions herein stated.

IN TESTIMONY WHEREOF, the Parties have executed this Agreement on the dates identified below.

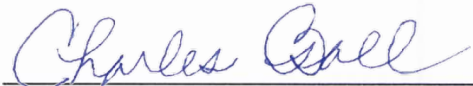
CITY OF IRONDALE



4/21/2026

Date

**REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM**



Charles Ball, Executive Director

April 30, 2026

Date

**EXHIBIT A
PROJECT DESCRIPTION**

FTA 5310 Grant:	AL-2026-OXX-00
SUBRECIPIENT:	City of Irondale
FEDERAL 5310 FUNDING:	\$96,096.00
LOCAL MATCH:	\$24,024.00
TOTAL PROJECT COST:	\$120,120.00
PROJECT DESCRIPTION:	Champion Challenger 8/4 with side wheelchair lift

Project Budget:

Item	Quantity	Price	Total
Champion Challenger 8/4	1	\$120,120.00	\$120,120.00
		Total	\$120,120.00
		Federal	\$96,096.00
		City of Irondale	\$24,024.00

Note: City of Irondale is responsible for vehicle graphics, tags, title and any other costs charged for the delivery of the vehicle.

PROPOSAL EXCLUSIVELY FOR:	
Regional Planning Commission of GB	
Proposal Date: March 6, 2026	
PREPARED BY	Simms Abney <input type="button" value="v"/>
	Commercial Bus Sales <input type="button" value="v"/>
	Birmingham, AL <input type="button" value="v"/>
	sabney@thebuscenter.com <input type="button" value="v"/>
	(205) 907-5782 <input type="button" value="v"/>

New 2025 Champion Challenger (E-450)



**8(12) Passengers, Driver
 + 4 Wheelchair Positions**

Unit# CH-4
5 Units in Stock

Chassis and Body Specifications

- 2026 Ford E-450 Chassis
- 7.3L V-8 Gas Engine
- 14,500# GVWR
- 156" Wheelbase
- 24" Body
- 96" Wide
- Dual Rear Wheels
- ABS Hydraulic Brakes
- 225 Amp Alternator
- 55 Gallon Fuel Tank
- Cruise Control & Tilt Steering Wheel
- Automatic Transmission
- OEM Dash AC
- LED Interior & Exterior Lights
- 3/4" Plywood Subfloor
- White Step Nosing
- Protective Rust Inhibitor Applied Underneath Bus
- Spring Suspension System
- Fully Welded Steel Cage Construction

OPTIONS INCLUDED

Interior

- Padded Vinyl Walls & Ceiling (gray)
- Dual Grab Rails Parallel to Entry Steps
- Stanchion & Modesty Panel Behind Driver
- Stanchion & Modesty Panel at Pass Entry

Exterior

- Stainless Steel Wheel Inserts
- Valve Stem Extenders for Inner Rear Wheels
- Mud Flaps
- LED Rear Center Mount Brake Light

PROPOSAL EXCLUSIVELY FOR:

Regional Planning Commission of GB

Proposal Date: March 8, 2028

PREPARED BY	Simms Abney	▼
	Commercial Bus Sales	▼
	Birmingham, AL	▼
	sabney@thebuscenter.com	▼
	(205) 907-5782	▼

OPTIONS INCLUDED

Seating

Freedman Shield Driver Seat	▼
Re-Upholstered Driver Seat to Match Passenger Seats	▼
(8) Freedman Mid-Back Passenger Seats	▼
(2) Double Freedman Foldaway Seats	▼
Level 1 Grey Vinyl Upholstery	▼
Seat Color: Oxen Grey	▼
Anti-Vandal Grab Handles	▼
Armrests	▼
2pt Retractable Seatbelts	▼

Climate Control

70,000 BTU Rear AC System w/ Dual Compressors	▼
65,000 BTU Rear Heater	▼
Heater Booster Pump	▼

ADA / Paratransit

Double Wheelchair Lift Doors in Rear of Bus	▼
Gateway Intermotive Fast Idle System w/ Interlock	▼
Braun Century Wheelchair Lift	▼
(4) Sure-Lok Deluxe Retractor Tie-Down Kits	▼
Storage Pouches for Tie-Downs	▼
ADA Priority Seating & Wheelchair Signage	▼

Flooring

Genlor Non-Grip Safety Flooring (grey)	▼
White Step Nosing	▼

Luggage

Driver Overhead Storage Compartment	▼
-------------------------------------	---

Doors & Windows

36" Wide Electric Passenger Entry Door	▼
Rear Door w/ Upper Window	▼
Tinted T-Slider Passenger Windows	▼

Electrical

Intermotive FlexTech Electrical System	▼
LED Dome Lights	▼
Door Activated Interior Lights	▼

Audio / Video Equipment

Deluxe AMFM/CD Player	▼
6 Upgraded Jensen Speakers	▼

Safety

Rear Back Up Camera	▼
First Aid Kit, Fire Extinguisher, & Safety Triangles	▼
Back Up Alarm	▼
Interior Convex Driver Mirror	▼
White Standee Line	▼

Factory Warranties

5 year / 100,000 mile Champion Body	▼
5 year / 100,000 mile Rear AC	▼
5 year / 60,000 mile Engine & Powertrain	▼
3 year / 36,000 mile Basic Chassis	▼

Additional Options (NOT Included in Pricing)

Free Delivery to any Transit Risk Manager Location	▼
--	---

PRICING:

Unit Price \$ 120,120

Total Price \$ 120,120
(FOB Pelham, AL)

Est. **LEASE** Pmt. Months
Est. **FINANCE** Pmt. Months

Customer Signature: _____

Sales Rep. Signature: _____

Date: _____

*Est. Lease and Finance payments based on 80 down + \$400 Doc Fee, upon credit approval. Lease based off of 12k miles per year.

Terms and Conditions:
30% Deposit Required to Hold Unit. All quotes valid for 30 days. All stock units are subject to prior sale. Price or Payments do not include tax, license, or delivery unless stated.

PREPARED BY	Simms Abney	▼
	Commercial Bus Sales	▼
	Birmingham, AL	▼
	sabney@thebuscenter.com (205) 907-5782	▼

Sample Images



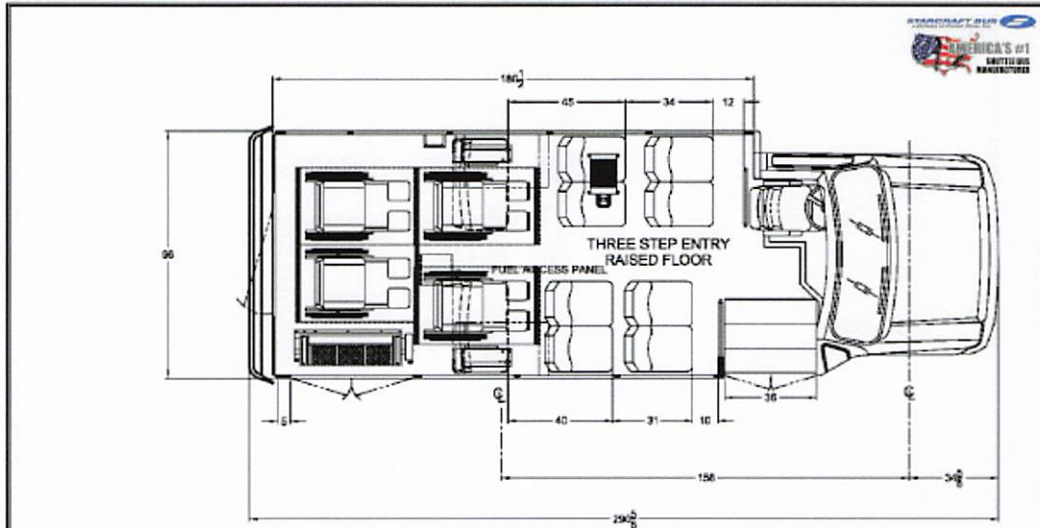
PROPOSAL EXCLUSIVELY FOR:

Regional Planning Commission of GB

Proposal Date: March 6, 2028

PREPARED BY	Simms Abney	
	Commercial Bus Sales	
	Birmingham, AL	
	sabney@thebuscenter.com	
	(205) 907-5782	

Floor Plan

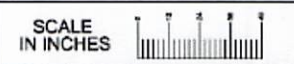


DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

NOTE: DRAWN WITH M&H FREEDMAN BEATS ALL STATE STANDARDS.
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY. A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED. FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN. OPTIONAL EQUIPMENT MAY BE SHOWN. THE SALES ORDER PLACED DETERMINES ACTUAL OPTION CONTENT.



THIS DRAWING AND THE INFORMATION THEREON ARE THE SOLE PROPERTY OF STARCRAFT BUS. A DESIGN OF PRIORITY. IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OTHER PARTIES FOR REPRODUCTION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH THE UNDERSTANDING THAT CONTACT WITH OUR PROPRIETARY INFORMATION SHALL BE KEPT TO STARCRAFT BUS A DIVISION OF FORDOT BUS.		<table border="1"> <tr> <td>TAG</td> <td>120873</td> </tr> <tr> <td>BY</td> <td>DAK</td> </tr> <tr> <td>DATE</td> <td>03/06/28</td> </tr> <tr> <td>CHK BY</td> <td></td> </tr> </table>		TAG	120873	BY	DAK	DATE	03/06/28	CHK BY		<table border="1"> <tr> <td>TOUR/PRICE LABELS</td> <td>STARCRAFT APPROVED</td> </tr> <tr> <td>WOOD</td> <td>OTHER</td> </tr> <tr> <td>2 1/8"</td> <td>2 5/16"</td> </tr> <tr> <td>2 1/2"</td> <td>2 7/8"</td> </tr> </table>		TOUR/PRICE LABELS	STARCRAFT APPROVED	WOOD	OTHER	2 1/8"	2 5/16"	2 1/2"	2 7/8"	<table border="1"> <tr> <td colspan="2">STARCRAFT BUS</td> </tr> <tr> <td colspan="2">A DIVISION OF FORDOT BUS, INC.</td> </tr> <tr> <td>DATE: 12/22/27</td> <td>TIME: 9:4 AM</td> </tr> <tr> <td>MAN: TAD</td> <td>BY: ALLIANT</td> </tr> <tr> <td>LOPP: No.</td> <td>04 WD 2 DB FOLDS 156 175 USA</td> </tr> </table>		STARCRAFT BUS		A DIVISION OF FORDOT BUS, INC.		DATE: 12/22/27	TIME: 9:4 AM	MAN: TAD	BY: ALLIANT	LOPP: No.	04 WD 2 DB FOLDS 156 175 USA
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Additional Information

Blank area for additional information.