



April 20, 2011

Mr. Stewart Nelson
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO. 64105

Dear Mr. Nelson,

Enclosed, please find the Job Access Reverse Commute Program 2011 Funding Application from the Full Employment Council for your review.

Please feel free to contact me, Franciena King (816) 471-2330 ext. 291 or Kim Greene at (816) 471-2330 ext. 207 should you have any further questions.

Sincerely,

Clyde McQueen
President/CEO

CM/FK

Enclosures

Job Access Reverse Commute Program

2011 Grant

***Full Employment Council
Career Transit Program***

***Full Employment Council
1740 Paseo
Kansas City, MO. 64108
(816) 471-2330***

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**Job Access Reverse Commute Program & New Freedom Program
2011 FUNDING APPLICATION**

1. General Information

1.1. Program Applying for (choose one):

Section 5316 **JARC** (Operating) Section 5317 **New Freedom** (Operating)

1.2. Funding will be used for which of the following:

New Service Continuation of Service Expansion of Service

1.3 Legal Name of Organization: The Full Employment Council/Missouri Career Center

1.4 Person Submitting Application

Name: Clyde McQueen, President/CEO

Address: 1740 Paseo Boulevard

City/State/Zip: Kansas City, MO 64108

Phone: 816-471-2330 ext. 257

E-mail: cmcqueen@feckc.org

Contact Person (if different)

Name: Kim Greene

Address: 1740 Paseo Boulevard

City/State/Zip: Kansas City, MO 64108

Phone: 816-471-2330

E-mail: kgreene@feckc.org

1.5 List the names of individuals authorized to enter into contract(s) and amendments with the Kansas City Area Transportation Authority (KCATA).

Name: Clyde McQueen, President/CEO

Name: _____

Title: President/CEO

Title: _____

Phone: 816-471-2330 ext. 257

Phone: _____

Fax: 816-471--0132

Fax: _____

Address: 1740 Paseo Boulevard

Address: _____

City/State/Zip: Kansas City, MO, 64108

City/State/Zip: _____

E-mail: cmcqueen@feckc.org

E-mail: _____

1.6 Applicant Status (choose one):

- Private Nonprofit Organization
 State or Local Government
 Public Transportation Operator
 Private Operator of Public Transportation

1.7 Project Name: Full Employment Council Career Transit Program

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1.8 Amount of Federal Request per FFY:

JARC	New Freedom
2010: <u>\$112,935.00</u>	2010: _____
2011: <u>\$114,001.85</u>	2011: _____

1.9 Please list all the information for the contact at your labor union:

Name: _____
 Title: _____
 Phone: _____
 Fax: _____
 Address: _____
 City/State/Zip: _____
 E-mail: _____

2. Sustainability and Project Financing

Provide budget information for your project that identifies the amount and source of local match in the tables below. Also indicate which local match sources are capable of sustaining the project once FFY 2010 and FFY 2011 JARC or New Freedom funds are completely expended. See *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* that address supplanting of financial support.

2.1 Start Date or Date of Planned Implementation: July 1, 2011

2.2

Total Cost (\$)	Program Funds (\$)	Local Match (\$)	Source
Enter the total project cost per year in this column.	Enter the amount of federal funding requested per year in this column.	Enter the amount of local match you are providing per year in this column. (The Program Funds and the Local Match must at least equal the Total Cost.)	Enter the source(s) of the local match your agency is providing in this column. Address the sustainability of those funds.

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<p>Year 1</p>	<p>The total project cost for year #1 is: \$187,590.00</p>	<p>The amount of federal funding we are requesting for year #1 is \$112,935.00</p>	<p>The local match we are providing per year #1 is \$74,655.00:</p>	<p>Transportation Coordinator - The Transportation Coordinator works with the OneStop Centers to identify transportation resources, and is funded through the Kansas City Area Transportation Authority through funding received from the City of Kansas City half cent sales tax. Her salary will be charged as an in-kind contribution to the project. Missouri Work Assistance Program (MWA) /Temporary Assistance for Needy Families (TANF) costs will also be utilized as an in-kind contribution. FEC receives TANF funds through the Missouri Division of Workforce Development, and Department of Social Services. Workforce Investment Act Program WIA funding will also be utilized as an in-kind contribution. FEC receives WIA funds through the Missouri Division of Workforce Development.</p>
<p>Year 2</p>	<p>The total project cost for year #2 is: \$190,791.50</p>	<p>The amount of federal funding we are requesting for year #2 is 114,001.85</p>	<p>The local match we are providing per year #2 is: \$76,789.65</p>	<p>Transportation Coordinator - The Transportation Coordinator works with the OneStop Centers to identify transportation resources, and is funded through the</p>

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				<p>Kansas City Area Transportation Authority through funding received from the City of Kansas City half cent sales tax. Her salary will be charged as an in-kind contribution to the project. Missouri Work Assistance Program (MWA) /Temporary Assistance for Needy Families (TANF) costs will also be utilized as an in-kind contribution. FEC receives TANF funds through the Missouri Division of Workforce Development, and Department of Social Services. Workforce Investment Act Program WIA funding will also be utilized as an in-kind contribution. FEC receives WIA funds through the Missouri Division of Workforce Development.</p>
Year 3	<p>The total project cost for year #3 is: \$197,512.13</p>	<p>The amount of federal funding we are requesting for year #3 is \$0.00</p>	<p>The local match we are providing per year #3 is \$197,512.13</p>	<p>Transportation Coordinator - The Transportation Coordinator works with the OneStop Centers to identify transportation resources, and is funded through the Kansas City Area Transportation Authority through funding received from the City of Kansas City half cent sales tax. Her salary will be charged as an in-</p>

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				<p>kind contribution to the project. Missouri Work Assistance Program (MWA) /Temporary Assistance for Needy Families (TANF) costs will also be utilized as an in-kind contribution. FEC receives TANF funds through the Missouri Division of Workforce Development, and Department of Social Services. Workforce Investment Act Program WIA funding will also be utilized as an in-kind contribution. FEC receives WIA funds through the Missouri Division of Workforce Development.</p>
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2.3 Please describe the activities or steps involved in implementing your project and the associated milestones from project start to end.

	Project Details	Action Steps	Expected Outcomes / Milestones
	Enter information on the activities you expect to offer with these federal funds each year.	Enter the action steps you will take to support the project activities listed in the Project Details column.	Enter the expected outcomes from each action step listed, and address sustainability. Establish annual milestones to achieve.
Year 1	The Full Employment Council Career Transit Program (Accessible Transportation Program) will provide outreach and marketing activities to inform potential applicants of the employment and training services	<p>The Action steps for this project are:</p> <p>WORKFORCE and CAREER DEVELOPMENT EXECUTIVES (WDE/CDEs) Workforce development</p>	By informing residents of transportation services available, locating transportation sources for clients and providing - bus passes to FEC clients from KCATA - door to door cab service to KCMO residents by KC-Taxi only to employed and

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<p>available through the One Stop Centers, including the transportation resources available. The Full Employment Council Transportation Partnership will focus on providing placement assistance to persons with disabilities, low income/economically disadvantaged workers, and the Temporary Assistance for Needy Persons (TANF) population. FEC workforce development specialists will provide connecting activities to these target populations through outreach to employers, marketing of program services to employers, and job seekers, thereby linking areas occupied by low income residents with high growth areas. This initiative will also link the workforce system to these target groups enabling them to take advantage of workforce development services such as job training offered by community colleges, vocational schools or employers; support services such as childcare, utility assistance, or other support needs; and job placement /job</p>	<p>executives will conduct outreach activities and work with employers and clients to assist clients in accessing transportation resources to attend training and work activities. Staff will meet with the Transportation Manager to determine transportation resources available throughout the Kansas City & Vicinity and East Jackson County Workforce Investment Areas. This includes obtaining information on the transportation provided through the JARC initiative sponsored through MARC, attending Bi-weekly meeting with Transportation Coordinator and JARC Grant Manager to ensure that the goals of the grant are being met. This transportation information will be shared with all of WDE and CDE staff systemwide, and with the staff at the One Stop Centers Staff to ensure that both staff and clients are aware of transportation options available through the One Stop Center, including developing a thorough understanding of the</p>	<p>who work in areas where there is no transportation, and -dollars for gas placed on EBT cards for employment transportation to TANF/MWA recipients, the expected outcomes from the action steps are: an increase in the target populations labor market participation rates, including the economically disadvantaged; individuals receiving TANF; and dislocated workers and displaced homemakers in the five surrounding counties FEC serves, Cass, Clay, Jackson, Platte and Ray counties, and alleviation and or elimination of transportation barriers for job seekers who are seeking to acquire and retain employment.</p>
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<p>advocacy services. User-friendly materials will be developed as part of an outreach campaign to better inform clients and employers of this Job Access Partnership. Information on transportation services available will be incorporated into all literature and materials. Persons with Disabilities. FEC has Disability Navigator staff specifically assigned to provide services to persons with disabilities, who will provide specific disability awareness information to workforce staff in the Local Workforce Investment Area's One Stop Career Center and address the needs of individuals with disabilities seeking training and employment opportunities through the One-Stop System. Persons with disabilities will be targeted by specific outreach campaigns targeting this population to inform them of the availability of workforce development services. Specific job counseling/placement services will be</p>	<p>bus pass procedures. Staff will identify the transportation needs of clients and employers and identify gaps in services. Analyze trends in the transportation needs of clients being placed in unsubsidized employment and employment-based training, determine gaps in service & convey this information to the Transportation Coordinator & JARC Grant Manager and make recommendations for service to the transportation vendors.</p> <p>Staff will be responsible for preparing weekly and monthly reports which cover their outreach activities, establish monthly goals, placements per month, who utilize transportation services, employer contact each week to determine their transportation needs, track jobs for which transportation services are being provided, how they have assisted employers and clients with transportation, and what transportation vendors have been utilized to meet the transportation</p>	
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	<p>provided through the career center system to increase the employment and training access of individuals with disabilities. Economically Disadvantaged. Economically disadvantaged workers with barriers to employment (lack of skills and/or transportation or child care barriers) will be targeted so that they can access training to upgrade their skills and to access better paying jobs within the labor market. TANF clients. TANF clients participating in the Missouri Work Assistance Program (MWA) will be targeted to increase their participation in employment and work-related activities through the Missouri Career Center One Stop System. The primary objective will be to link persons with training and employment activities while reducing barriers to employment which may include both skill and transportation barriers.</p>	<p>needs of their clients.</p> <p>OUTREACH WORKERS Outreach Workers will provide outreach to target groups including persons with disabilities, economically disadvantaged and TANF clients. Outreach workers will target faith based and community based organizations, subsidized housing, and other agencies to promote the Job Access program. Staff will serve as the contacts for transportation information for One Stop Staff, share transportation information with One Stop Staff by conducting monthly meetings at each One Stop Center to provide updates, and meet with the Transportation Manager to determine transportation resources available throughout the Kansas City & Vicinity and East Jackson County Workforce Investment Areas. This includes developing a thorough understanding of the bus pass procedures, obtaining information on the transportation provided through the</p>	
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		<p>JARC initiative sponsored through MARC , attending bi-weekly meeting with Transportation Coordinator and JARC Grant Manager to ensure that the goals of the grant are being met. This information will be shared with staff at the One Stop Centers and with prospective clients when they conduct outreach activities at faith based and community based organizations, subsidized housing, and other agencies to promote the Job Access program. The outreach workers will identify the transportation needs of clients and identify gaps in services. Staff will meet with Disability Navigator to determine transportation needs of clients with disabilities and to explore transportation options. The Outreach Workers will be responsible for preparing weekly and monthly reports which cover their outreach activities, referrals to transportation services, establishing monthly goals, tracking clients referred to other transportation vendors through the JARC, describing how they</p>	
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		<p>have assisted clients with transportation, and what transportation vendors have been utilized to meet the transportation needs of their clients, contacting to faith based or community based organizations each week and provide them information on transportation services available to the clients they serve so that they can participate in our programs , the number clients per month utilize transportation services.</p>	
Year 2	Same as Year 1	Same as Year 1	Same as Year 1
Year 3	Same as Year 1	Same as Year 1	Same as Year 1

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2.4 Can this project be scaled to a more limited scope with less funding? (Select one)

Yes

No

2.5 If no, please explain.

2.6 If yes, how might the scope of the project be limited?

- A. Reduce the scope of the marketing strategy and recruitment process.
 - B. Scale back the time frame transportation is offered to clients
 - C. Eliminate a service provided

3. Project Criteria

3.1 Local Government Partnerships (if applicable)

Please refer to *Section IV.C.1.d Local Government Partnerships for Competitive Prioritization* of the Competitive Selection Booklet for more information on this section. List up to three local government partnerships associated with this project. Attach relevant copies of partnership agreements with your local government partner(s) in *Section 4 Supplemental Information and Attachments* of this document and label each attachment as "Local Government Partnerships Attachment 1," etc.

Local Government Partner: Kansas City Area Transit Authority

Phone: (816) 346-0200

Address: 1200 East 18th Street

City/State/Zip: Kansas City, MO. 64109

E-mail: mhuffer@kcata.org

Contact Person: Mark Huffer

Fax: _____

Local Government Partner: City of Kansas City

Phone: (816) 513-2576

Address: Planning for Public Works Department

19th Floor City Hall

414 East 12th Street

City/State/Zip: Kansas City, MO. 64106

E-mail: _____

Contact Person: Patricia A. Hilderband PE

Fax: _____

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Local Government Partner: Missouri Division of Workforce Development

Contact Person: Danielle Smith

Phone: 816-889-7451

Fax: 816-889-7452

Address: 1410 Genessee, Suite 280

City/State/Zip: KCMO 64102

E-mail: _____

3.2 Cooperative/Partnering Operations

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection Booklet for more information on this section.

3.2.1 Do you have an agreement with another agency(ies) in addition to your local government partnerships that enhances mobility services among and/or between communities?

Yes No

3.2.2 If yes, please list the name of the agency(ies) with whom you cooperate to enhance mobility services. Coordination can include such activities such as joint purchasing of vehicles, joint planning, sharing vehicles, dispatching, scheduling, training and maintenance, or coordinating client trips.

Agency Name: Kansas City Area Transit Authority

Agency Name: Kansas City Taxi Service (Yellow Cab)

Agency Name: Missouri Division of Workforce Development

3.2.3 In the text box below, describe how the project demonstrates coordination or partnering with local jurisdictions, other agencies, and interested stakeholder organizations. Summarize the nature of your cooperative activities with the partners listed in Question 3.2.2 above, and attach copies of your cooperative agreements or memoranda of understanding to *Section 4 Supplemental Information and Attachments* (found at the end of this application). Label any attachments as "Cooperative/Partnering Operations Attachment 1", etc. **(500 words or less)**

The Full Employment Council Career Transit Program will demonstrate coordination or partnership with local jurisdictions by having FEC workforce development specialists providing transportation activities and information regarding KCATA and KC-TAXI services to the target populations that the Missouri Career Center / Full Employment Council serves by providing outreach to employers, marketing of available transportation program services to employers, and job seekers. The Full Employment Council Career Transit Program partners with the KCATA and KC TAXI linking targeted populations in the 5 surrounding counties we serve to employment and training services by providing outreach and marketing for various transportation services from monthly bus passes, vans to take employees to employers who are located where existing transportation system does not run to adVANtage Pool; an organized ride sharing to and from work for persons working a swing shift. This fits within the Smart Move concept by supporting a quality built and natural environment by improving air quality, by reducing congestion in selected corridor, conserving energy and providing a viable alternative travel mode to address and alleviate fuel shortages, rising fuel prices or other emergencies. This effort will link geographic areas occupied by low income residents with high growth areas as outlined in the Smart Moves service concept. This initiative will also link the workforce system to these target groups enabling them to take advantage of workforce

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development services such as job training offered by community colleges, vocational schools or employers; support services such as childcare, utility assistance, or other support needs; and job placement / job advocacy services. User-friendly materials will be developed as part of an outreach campaign to better inform clients and employers of this Career Transit Partnership.

3.3 Community-Based Transportation

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection Booklet for more information on this section. In the text box below each question, provide the information requested in **500 words or less**.

- 3.3.1 Describe how your project supports the concept of community-based transportation found in the Coordinated Public Transportation–Human Services Plan, and fits within the Smart Moves service concept described in *Transportation Outlook 2040*. How does your project support the concept of using activity centers, transit centers and/or transfer centers? List the specific citations where this project is derived from the Coordinated Public Transportation–Human Services Plan.

The FEC Career Transit Program supports the concept of community-based transportation in the Coordinated Public Transportation–Human Services Plan and fits within the Smart Moves service concept by providing outreach and marketing activities to persons who reside in Cass, Clay, Jackson, Platte and Ray counties, who are potential employees without autos, providing access to job and training opportunities and marketing of program services to employers. This project supports the SMART Moves service concept of supporting a healthy, strong, regional economy and the goals of the Coordinated Public Transportation–Human Services Plan as described in Chapter 5 Public Transit and Human Services Transportation Outlook 2040 Goal 1: Strengthening Communities by making transit service timely, reliable, convenient and safe option to automobile travel, enhancing connectivity within and between communities, creating local community-based transit services to employment centers, providing mobility options for low income persons and the disabled. This project supports Goal 2: Expanding and Enhancing Multimodal Transit Service throughout the metropolitan region by supporting existing and expanded levels of transit service, coverage, providing user-friendly information to help citizens better understand and more readily use all transportation; and Goal 3: Supporting The Economy through accessible transportation options by providing and increasing access to jobs and employment centers. The outreach campaign will target persons to inform them of the services available to increase the employment and training access of individuals with disabilities, economically disadvantaged workers with transportation barriers to employment so that they can access training to upgrade their skills and access better paying jobs, TANF clients to increase their participation in employment and work-related activities by linking them with persons with training and employment activities while reducing transportation barriers to employment. This fits within the Smart Moves concept by maximizing access to opportunity for all area residents of low income or disability who choose a transit option in lieu of driving; and new immigrants from cultures where transit is the primary mode of transportation. This transportation services project bridges the disconnect between residential concentrations of low-income job seekers and households without vehicles located within the central core of the region and jobs and employers trying to fill staff positions when public transportation is not available. The project supports Goal 4: Safeguarding The Environment and improve public health through increased Public transportation transit ridership by improving air quality through reduced energy consumption by providing well-connected, multimodal transit service options. By working in partnership Community-Based Networks, transit agencies, with local government, with stakeholders and community partners to bridge information gaps, inform and support, identify opportunities to coordinate human-services transportation users and providers with existing mainstream fixed-route service, through transit services consisting of taxi service, public mass transit, residential shuttles, program specific transportation and other

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transportation providers, ultimately Supports and Sustains Existing transportation Services.

- 3.3.2 List the transportation goals and objectives of your organization. How will your proposed project address these transportation goals and objectives?

The goal of the Full Employment Council / Missouri Career Center is to obtain employment for the unemployed and underemployed residents of the Greater Kansas City area. It accomplishes this goal by working in collaboration with business, local units of government, educational institutions, labor and community-based organizations. The partnerships respond to employer needs while reducing unemployment, underemployment and the public dependency of area residents. The Full Employment Council / Missouri Career Centers application for the JARC grant funds aligns with the goals of FEC by providing residents in the Greater Kansas City, who are plagued with transportation problems hindering them from receiving employment and retaining employment, with a convenient, low-cost and reliable transportation service alternatives. The majority of high demand occupations with good pay are far outside city limits and the Full Employment Council/Missouri Career Centers in partnership with the Kansas City Area Transit Authority (KCATA) and the Kansas City-Taxi will inform and provide transportation resources to residents in the Greater Kansas City area and services to clients enrolled in the Full Employment Council services who are in need of transportation to classroom trainings or employment. By providing persons with low or fixed incomes, persons with disabilities, and those who do not own a car who are dependent on public transit, these "transportation disadvantaged" persons as defined by U.S. Census can be a part of a healthy workforce and contribute to Economic Vitality provides more accessibility to those who may be most affected by downturns in the economy. This program addresses the goals and objectives of the Full Employment Council / Missouri Career Centers through collaboration of business, working with local government entities, and providing a solution to employer needs and helping to reduce unemployment and underemployment in the Kansas City region.

- 3.3.3 Describe how this project will serve needs that are unserved or underserved in the geographic service area. Such needs may include evening, weekend, split shift, childcare issues, holidays, etc.

This project will provide outreach and marketing activities to the unserved and underserved to inform potential applicants of the employment and training services available through the One Stop Centers, as well as the transportation resources available to persons the Full Employment Council / Missouri Career Centers serve in the five surrounding counties Cass, Clay, Jackson, Platte and Ray Counties. Transportation services provided are:

* Van services - for Kansas City, Missouri residents that are currently working where the existing transportation system does not run. This includes day, evening, weekend, split shifts.

* Bus passes - for Full Employment Council / Missouri Career Center eligible clients receive monthly bus passes for job search, work or training which includes any time Kansas City Area Transit Authority operates.

* Other providers - The Full Employment Council partners with other transportation providers in the five counties we serve to provide public transportation and adVANtage Pool (organized ride sharing to and from work;

Swing Shift, a one-way transportation to or from work and

Share-A-Fare a door to door transportation service for persons with disabilities to and from work. The services provided operate during day, evening, weekend, and split shift hours.

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3.4 Current Service Description and Statistics (if applicable)

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. Note that both sections address the supplanting of financial support. As mentioned in *Section III Program Objectives*, the methodology for calculating the number of jobs accessed can be found in Appendix B of the Federal Transit Administration report "Connecting People to Employment" at: www.fta.dot.gov/documents/JARC_FY09_FINAL_2010_10_04.docx.

In the text box below each question, provide the information requested in **500 words or less**.

- 3.4.1 Geographic area currently served: List all counties, cities, and other locations served. If available, please attach a map to this document in *Section 4 Supplemental Information and Attachments* (found at the end of this application), and label the document "Service Description and Service Level Attachment 1, etc."

Transportation outreach and marketing activities will be provided to the Greater Kansas City, Missouri area, the Hispanic population; individuals with disabilities; economically disadvantaged; individuals receiving TANF; dislocated workers and displaced homemakers receiving employment services provided by The Full Employment Council / Missouri Career Centers in the five surrounding counties Cass, Clay Jackson, Platte and Ray counties that we serve.

- 3.4.2 Describe the target population(s) currently served, how the consumer is involved in the planning/design of the services, how the service is marketed to this target population, and how this population accesses the service.

The target population served will be the individuals receiving Temporary Assistance for Needy Families, the hispanic population, individuals with disabilities; economically disadvantaged; dislocated workers, veterans, displaced homemakers, unemployed and underemployed and incumbent workers.

The customers are involved in the planning/design of the services from feedback on the customer service surveys and comments received by TANF case workers and Workforce Investment case workers. The services will be marketed through outreach and marketing activities to inform potential applicants of the employment and training services available through the One Stop Centers, as well as the transportation resources available. Any TANF recipients or any individual who is unemployed or underemployed that have applied for and or eligible to receive services and programs from the Full Employment Council / Missouri Carrer Centers will receive a brochure about the transportation services offered and can participate in those services.

Counselors discuss any barriers to training and employment including transportaion barriers and offer these services to alleviate this as a barrier. Staff work with employers other staff and customers to develop strategies and arrange transportation solutions for employers with mutiple new hires who need to be transported to employers' sites. Over the most recent period there were 108 Outreach Activities, 753 Employers Visited, 6116 Adults Served, 3213 were Enrolled in Training (Classroom Occupational, On-The-Job, Internships), 1371 Placed in Employment, and 4738 Youth Served.

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- 3.4.3 Describe the operational characteristics of the proposed service, such as fares, operating hours, days of operation, number of jobs accessed, type of service (fixed route, demand response, subscription, coupon).

The Full Employment Council / Missouri Career Centers offer three types of transportation services to their clients.

A. Van services - Kansas City, Missouri resident who are currently working where the existing transportation system does not run can participate in the van service. This service operates M-F am or pm at a cost of \$1.00 each way and will only be available for 30 working days. However, additional days may be available.

B. Bus Passes - Clients who are eligible and have been enrolled in the Full Employment Council/Missouri Career Center programs will be given monthly bus passes for job search, work or training. Passes can be used anytime the Kansas City Area Transportation Authority has bus route service.

C. Other providers-Transportation is also provided to people who all work at the same employment called adVantage Pool. This depends on the number of individuals and shift times. Swing Shift is a one-way transportation service provided to individuals who are either employed during the night shift or their jobs begin before public transportation service operates. This service is for residents in Clay, Jackson and Platte counties.

- 3.4.4 Indicate whether the applicant will operate the service directly or via contract with another entity.

Mid-America Regional Council (MARC) is the designated metropolitan planning organization (MPO) for the Kansas City Metropolitan Area. MARC provides Job Access Partnerships with Kansas City Area Transportation Authority (KCATA), Kansas City - TAXI. The Full Employment Council Transportation Partnership focuses on providing job placement and training assistance to persons with disabilities, low-income/economically disadvantaged workers, and the Temporary Assistance for Needy Families (TANF) population.

- 3.4.5 Indicate the number of average one-way passenger trips — per day, per month and annually — that the service currently provides. If possible, break down by trip type (medical, employment, daycare, etc.) or target population served.

The Full Employment Council Career Transit Program provided an average of 2,000 bus passes annually at a cost of \$80,000.00 per year from the Kansas City Area Transportation Authority. The agreement with the Kansas City Area Transportation Authority Special Services Program provided Door-to-Door service for \$120,600.00 annually. See table 1. This component to the initiative provided 2,931 trips for 218 riders during program year 2010. The Division of Workforce Development - TANF clients were issued \$5.00 per day if enrolled in school, work, job search and or volunteer work.

The 1-Ride Bus Pass Received from KCATA and Assigned to FEC Participants accounted for 2,932 1-Ride Passes @ \$1.50 each and a Total Cost of \$4,397.50. The monthly Bus Passes for July 2010 to March 2011 Received from KCATA accounted for 830 Bus Passes Assigned to FEC Participants @ \$50.00 each for a Total Cost for \$41,500. Actual or estimated number of rides (as measured by one-way trips) provided for individuals Door-to-Door service – 2,931; 1-Ride Bus Pass- 2,932; Monthly Bus Passes - 830.

- 3.4.6 Indicate the cost per one-way passenger trip for each trip type, or other quantifying performance measurements. If needed, provide a brief explanation or justification of the costs.

The Full Employment Council Career Transit Program provided an average of 2,000 bus passes annually at a cost of \$80,000.00 per year from the Kansas City Area Transportation

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Authority. The agreement with the Kansas City Area Transportation Authority Special Services Program provided Door-to-Door service for \$120,600.00 annually. See table 1. This component to the initiative provided 2,931 trips for 218 riders during program year 2010. The Division of Workforce Development - TANF clients were issued \$5.00 per day if enrolled in school, work, job search and or volunteer work. The 1-Ride Bus Pass Received from KCATA and Assigned to FEC Participants accounted for 2,932 1-Ride Passes @ \$1.50 each and a Total Cost of \$4,397.50. The monthly Bus Passes for July 2010 to March 2011 Received from KCATA accounted for 830 Bus Passes Assigned to FEC Participants @ \$50.00 each for a Total Cost for \$41,500.

- 3.4.7 Describe the administrative characteristics of the existing service, such as number of employees (differentiate between part-time and full-time), operation and maintenance costs, as well as manner in which the service is currently financed.

The Full Employment Council Career Transit Program will operate out of the Missouri Career Center/ Full Employment Council office located at 1740 Paseo. The Coordinator of the program is Kim Greene. She has been employed with the Full Employment Council for five years. Ms. Greene will have an office cubicle with the following equipment; phone, computer with internet access, email, and printer. The program will also have use of the copiers, faxes, and necessary office supplies. The program will be housed in the same building as the Full Employment Administration Offices. The program will have access if needed to the accounting office, MIS office, IT office, Human Resources office and the office of the Vice President and CEO of the company.

3.5 Proposed Service Description and Service Level

Please refer to *Sections III Program Objectives for JARC and New Freedom Project Selection and IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. As mentioned in *Section III Program Objectives*, the methodology for calculating the number of jobs accessed can be found in Appendix B of the Federal Transit Administration report "Connecting People to Employment" at www.fta.dot.gov/documents/JARC_FY09_FINAL_2010_10_04.docx.

Base your responses to the following sections on the requirements reference in *Section III A.2-4* of the Competitive Selection booklet (i.e., inappropriate, insufficient, unavailable).

In the text box below each question, provide the information requested in **500 words or less**.

- 3.5.1 Geographic area to be served: List all counties, cities, and other locations to be served. If available, please attach a map to this document in *Section 4 Supplemental Information and Attachments* (found at the end of this application), and label the document "Service Description and Service Level Attachment 1," etc.

Transportation outreach and marketing activities will be provided to the Greater Kansas City, Missouri area, the Hispanic population; individuals with disabilities; economically disadvantaged; individuals receiving TANF; dislocated workers and displaced homemakers receiving employment services provided by The Full Employment Council / Missouri Career Centers in the five surrounding counties Cass, Clay Jackson, Platte and Ray counties that we serve. The project will target 110 Proposed Outreach and recruitment Activities and events annually.

Job Access Reverse Commute Program & New Freedom Program 2011 FUNDING APPLICATION

- 3.5.2 Describe the target population(s) to be served, how the consumer will be involved in the planning/design of the services, how the service will be marketed to this target population, and how this population will access the service.

The target population served will be the individuals receiving Temporary Assistance for Needy Families, the hispanic population, individuals with disabilities; economically disadvantaged; dislocated workers, veterans, displaced homemakers, unemployed and underemployed and incumbent workers. The customers are involved in the planning/design of the services from feedback on the customer service surveys and comments received by TANF case workers and Workforce Investment case workers. The services will be marketed through outreach and marketing activities to inform potential applicants of the employment and training services available through the One Stop Centers, as well as the transportation resources available. Any TANF recipients or any individual who is unemployed or underemployed that have applied for and or eligible to receive services and programs from the Full Employment Council / Missouri Career Centers will receive a brochure about the transportation services offered and can participate in those services. Counselors discuss any barriers to training and employment including transportation barriers and offer these services to alleviate this as a barrier. Staff work with employers other staff and customers to develop strategies and arrange transportation solutions for employers with multiple new hires who need to be transported to employers' sites.

- 3.5.3 Describe the operational characteristics of the proposed service, such as fares, operating hours, days of operation, number of jobs accessed, type of service (fixed route, demand response, subscription, coupon).

The Full Employment Council / Missouri Career Centers will offer three types of transportation services to their clients.

A. Van services - Kansas City, Missouri resident, who are currently working where the existing transportation system does not run can participate in the van service.

This service operates M-F am or pm at a cost of \$1.00 each way and will only be available for 30 working days. However, additional days may be available.

B. Bus Passes - Clients who are eligible and have been enrolled in the Full Employment Council/Missouri Career Center programs will be given monthly bus passes for job search, work or training. Passes can be used anytime the Kansas City Area Transportation Authority has bus route service.

C. Other providers-Transportation will also be provided to people who all work at the same employment called adVantage Pool. This depends on the number of individuals and shift times. Swing Shift is a one-way transportation service provided to individuals who are either employed during the night shift or their jobs begin before public transportation service operates. This service is for residents in Clay, Jackson and Platte counties.

- 3.5.4 Indicate whether the applicant will operate the proposed service directly or via contract with another entity.

Mid-America Regional Council (MARC) is the designated metropolitan planning organization (MPO) for the Kansas City Metropolitan Area. MARC provides Job Access Partnerships with Kansas City Area Transportation Authority (KCATA), Kansas City - TAXI. The Full Employment Council Transportation Partnership focuses on providing job placement and training assistance to persons with disabilities, low-income/economically disadvantaged workers, and the Temporary Assistance for Needy Families (TANF) population.

Job Access Reverse Commute Program & New Freedom Program 2011 FUNDING APPLICATION

- 3.5.5 Indicate the number of average one-way passenger trips — per day, per month and annually — that the project hopes to provide. If possible, break down by trip type (medical, employment, daycare, etc.) or target population served.

The Full Employment Council Career Transit Program will provide an average of 2,000 bus passes annually at a cost of \$80,000.00 per year from the Kansas City Area Transportation Authority. Our agreement with the Kansas City Area Transportation Authority Special Services Program will provide door to door service for \$120,600.00 annually. The Division of Workforce Development - TANF clients are issued \$5.00 per day if enrolled in school, work, job search and or volunteer work. The projected number of rides (as measured by one-way trips) provided for individuals: Door-to-Door service – 2,900; 1-Ride Bus Pass- 2,900; and Monthly Bus Passes - 830.

- 3.5.6 Indicate the proposed cost per one-way passenger trip for each trip type, or other performance measurements. If needed, provide a brief explanation or justification of the costs.

The Full Employment Council Career Transit Program projected to provide an average of 2,000 bus passes annually at a cost of \$80,000.00 per year from the Kansas City Area Transportation Authority. The agreement with the Kansas City Area Transportation Authority Special Services Program provided Door-to-Door service for \$120,600.00 annually. This component to the initiative proposed to provide 2,900 trips for 200 riders during program year 2011-2012. The 1-Ride Bus Pass Received from KCATA have a cost of \$1.50 each. The monthly Bus Passes from KCATA have a cost of \$50.00 each.

3.6 Administrative Capacity (Feasibility)

Please refer to *Sections III Program Objectives for JARC and New Freedom Project Selection* and *IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. Does your organization have the manpower and the resources to carry out your proposed project? Describe how your organization will address federal requirements for record keeping.

In the text box below each question, provide the information requested in **500 words or less**.

- 3.6.1 ORGANIZATION: equipment, office capability and location, communications system and institutional capacity

The Full Employment Council Career Transit Program will operate out of the Missouri Career Center/ Full Employment Council office located at 1740 Paseo. The Coordinator of the program is Kim Greene. She has been employed with the Full Employment Council for five years. Ms. Greene will have an office cubicle with the following equipment; phone, computer with internet access, email, and printer. The program will also have use of the copiers, faxes, and necessary office supplies. The program will be housed in the same building as the Full Employment Administration Offices. The program will have access if needed to the accounting office, MIS office, IT office, Human Resources office and the office of the Vice President and CEO of the company. FEC has the services of a Communication Manager who can coordinate the marketing and outreach activities with the Transportation Coordinator, outreach and counseling staff.

- 3.6.2 ABILITY: reporting requirements, record keeping, documentation, book keeping, invoicing required by federal regulation

Appropriate financial controls are established and followed with the organization. FEC maintains an automated accounting system which meets generally accepted accounting procedures, and maintains a financial Manual which outlines the procedures and systems to

Job Access Reverse Commute Program & New Freedom Program 2011 FUNDING APPLICATION

support the financial system. FEC also complies with the financial requirements of its funding entities, primarily the Office of Management and Budget (OMB) Circulars for Non-Profit Institutions, the Government Accounting Office (GAO) accounting and financial manual, and the Missouri Division of Workforce Development (DWD) financial manual. FEC uses an automated accounting software packages which includes general ledger, accounts payable, and invoicing and accounts receivable components. Independent auditors conduct financial audits and reviews at regular intervals. FEC engages an independent accounting firm to conduct an annual audit, and disseminates the audit report to its board and funding entities. The independent audit examines evidence supporting the amounts and disclosures in the financial statements, assesses the accounting principles used, and evaluates the overall financial statement presentation. In addition to the independent audit procured by FEC, the Missouri Division of Workforce Development conducts both financial and program audits of the programs operated by FEC. The Government Accounting Office also conducts a financial audit of all federal programs operated by FEC.

4. Supplemental Information and Attachments

Electronically attach properly labeled supplemental information as referenced above. This may include cooperative agreements, memoranda of understanding, service map(s), and any other documents necessary to fully describe your project. If you have technical problems or questions about attaching documents to this form, please contact MARC for assistance.

Job Access Reverse Commute Program
2011 Funding

Local Government Partnerships
Sections 3.1

Full Employment Council
Career Transit Program

Local Government Partnerships

Kansas City Area Transit Authority

Attachment 1

Division of Workforce Development

Attachment 2

**KANSAS CITY AREA TRANSPORTATION AUTHORITY AND
FULL EMPLOYMENT COUNCIL**

Agreement for Transportation Services and Funding Assistance

This agreement is entered into by and between the **Kansas City Area Transportation Authority** (hereinafter referred to as the "KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, and the **Full Employment Council** (hereinafter referred to as "FEC"), a private industry council and a not-for-profit corporation, as designated by the State of Missouri.

A sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson and Platte in Missouri, and the Counties of Johnson, Leavenworth and Wyandotte in Kansas. FEC desires to provide transportation for new eligible clients to job placement sites and intends to sustain in-house staff positions that provide the following functions: job development, client placement and job retention. KCATA and FEC acknowledge their mutual interest in providing established transportation linkages to employment opportunities throughout the metropolitan area.

Therefore it is mutually agreed as follows:

1. This Agreement shall be effective upon execution by all parties hereto, and shall be effective for May 1, 2010 through April 30, 2011, unless terminated earlier upon the mutual agreement, in writing, of both KCATA and FEC.
2. The FEC affirms that **ONLY** eligible Kansas City, Missouri residents and **ONLY** FEC clients will be provided with transportation service to and from employment locations in the metropolitan area. Transportation service may be made available for at least 30 days, but can be extended 60 more days under special circumstances at FEC's discretion, beginning May 1, 2010, through April 30, 2011, unless terminated sooner as provided in this Agreement. FEC acknowledges that the provision of the specified transportation services is contingent upon the availability of local funding generated by the Kansas City, Missouri transportation sales tax.
3. Before FEC provides transportation services to a client (or at most within three days of a client's enrollment in transportation services) the FEC will provide the KCATA with information about the client's

transportation needs that will allow the KCATA to make a determination on whether the client can use other KCATA services for the work trips, such as Metro bus, MetroFlex, or Vanpool. If the client can use one of the Metro services, FEC will be notified by the KCATA, and the client will be assisted by FEC on how to use the service. If no other service is available, then FEC can provide the transportation service.

4. If no KCATA service option is immediately available for the client, as soon as possible and within 30 days, KCATA will notify FEC if there will or will not be a service option developed for a client (or client group) that will be available for clients to use within 90 days of the client's (or client group's) enrollment in the FEC transportation program.
5. FEC agrees to submit invoices and appropriate back up documentation for purchased transportation expenses related to this agreement to KCATA for approval and payment. All approved purchased transportation expenditures associated with the agreement will be paid by KCATA. FEC is required to invoice KCATA by the 15th of each month for transportation services provided during the previous month. The KCATA will pay for transportation services within thirty days following receipt of verified invoices.
6. Total fares remitted by FEC clients to the Transportation Provider will be retained by the Provider. It has been agreed that client participants will pay a \$1.50 per one-way trip fare for trips provided during the 30-day transportation period, which may be extended up to no more than 90 days.
7. If no service options will be available for a client when the full allowed period of service is over (which can be as long as 90 days), FEC may solicit funding support to provide the transportation service from the employer or other beneficiaries. FEC will work to make sure the client is kept well informed about the transportation options or lack of options to allow the client to make informed decisions about his/her employment location.
8. FEC and the KCATA jointly agree that the availability of permanent job related transportation to FEC clients whether through existing fixed-route bus service, newly established fixed-route bus service or an alternative mode, such as vanpooling, is of the utmost importance. It is, therefore, agreed upon by both parties that transportation availability beyond the 30-day period will be at the sole discretion of FEC, contingent upon funding availability. The

maximum allowed for funding assistance under this agreement is 90 days. FEC and the KCATA will make every effort to meet this goal. All routes will be wheelchair accessible.

9. FEC has sole responsibility for determining the eligibility of participants. They will be Kansas City Missouri residents **ONLY** and FEC program clients who are residents of Kansas City, Missouri who have no other access to and from employment except for the transportation services noted.
10. The FEC will meet at least monthly with the KCATA for the purpose of reviewing data of current FEC jobs transportation participants and to convert, when and where possible, the clients to public transit according to established criteria. The client's trip using public transit should take no longer than 90 minutes, one-way.
11. The KCATA will work with the FEC to compose and submit reports to the Director of Public Works on a quarterly basis. The KCATA will be responsible for reporting on:

- FEC client transportation issues for the quarter, and use of Metro services and special FEC transportation services.
- Establishment and operation of temporary transportation services within 30 days of enrollment in the special service.
- Monthly update on expenditures and budget availability.

12. Funding Assistance

- KCATA agrees to appropriate \$40,200 to FEC to fund a job development/retention in-house staff position, contingent upon the availability of city sales tax funding.
- KCATA will make available an amount not to exceed \$120,600 to pay for transportation services provided by the FEC's transportation services contractor, the ATA's Advantage program or the ATA's Share-A-Fare program, contingent upon the availability of city sales tax funding.

13. General Provisions

a. Assignability

FEC shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of KCATA thereto. In the event of KCATA's consent to assignment of this Agreement, all of the terms,

provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representative.

b. Governing Law

This Agreement shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit equity, or other judicial proceeding to enforce or construe this Agreement, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

c. Independent Contractor

The parties hereto agree that FEC is an independent contractor under this Agreement. Under no circumstance shall FEC be considered an agent, or employee or representative of KCATA, and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by FEC.

FEC shall furnish adequate supervision, labor, materials, supplies, and necessary equipment to perform all the services contemplated under this Agreement in an orderly, timely, and efficient manner.

d. Licenses and Permits

FEC shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work in this Agreement.

e. Non-discrimination

f. Civil rights. FEC agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; 49 U.S.C. §5332; and 49 C.F.F.Part 21. These regulations provide that no persons shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity included in or resulting from this Agreement.

g. Americans With Disabilities Act (ADA). FEC agrees to comply with all applicable requirements of the Americans with Disabilities Act of

1990 (ADA), as amended, 42 U.S.S. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d). These regulations provide that no handicapped individual solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

- h. Equal Employment Opportunity. FEC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. FEC agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of FEC's non-compliance with non-discrimination provisions of this Agreement, KCATA shall impose such sanctions as it, the U. S. Department of Transportation, or the City of Kansas City, Missouri may determine to be appropriate including, but not limited to withholding of payments to FEC under this Agreement until FEC complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

14. Notification and Communication

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Director of Planning and Special Services.

Address: Kansas City Area Transportation Authority
1350 East 17th St.
Kansas City, MO 64108

And with the FEC's President

Address: Full Employment Council
1740-D Paseo Boulevard
Kansas City, MO 64108

15. Record Retention and Access

FEC agrees that, during the course of this Agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Agreement. In the event of litigation or settlement of claims arising from the performance of this Agreement, FEC agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

FEC shall permit KCATA and representatives of the City of Kansas City, Missouri, to inspect all work, materials, payrolls, and other data and records, and to audit the books, records and accounts of FEC relating to its performance under the Agreement.

FEC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. Requests for Payment

Invoices requesting payment shall be submitted directly to KCATA's Manager of Special Services. All invoices shall be numbered, dated, and contain full descriptive information of services furnished.

Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of services performed by FEC. On a final invoice where the payment amount is subject to agreement settlement actions, acceptance shall be deemed to have occurred on the effective date of the agreement settlement.

All final invoices shall be submitted to KCATA within 90 days of project completion or agreement termination. Invoices submitted more than 90 days after project completion or agreement termination will not be valid and will not be paid.

17. Severability

If any clause or provision of this Agreement is declared to be invalid by any court of competent jurisdiction, then and in that even, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement, a

clause or provision as similar in terms to such illegal, invalid, or unenforceable.

18. Taxpayer Identification Number (TIN)

FEC is required to provide its TIN, which is the number required by the Internal Revenue Service (IRS) to be used by KCATA in reporting income tax and other returns. The TIN provided by FEC is 43-1377197. By execution of this Agreement, FEC certifies the accuracy of the above TIN for reporting IRS purposes.

19. Termination

a. Termination for Convenience

KCATA may terminate this Agreement, in whole or in part, at any time by written notice to FEC when it is in KCATA's best interest. FEC will only be paid the agreement amount for services performed in accordance with the manner of performance set forth in the Agreement

b. Funding Contingency

This Agreement is subject to financial assistance provided by the City of Kansas City, Missouri. FEC agrees that reduction, withdrawal or termination of such financial assistance by the City will require KCATA to terminate the Agreement in accordance with other provisions of this agreement.

c. Termination for Default [Breach or Cause]

If FEC fails to perform in the manner called for in the Agreement, or if FEC fails to comply with any other provisions of the Agreement, KCATA may terminate this Agreement for default.

d. Opportunity to Cure

KCATA in its sole discretion may, in the case of a termination for breach or default, allow FEC an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If FEC fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the time period permitted, KCATA shall have the right to terminate the Agreement without any further obligation to FEC. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against FEC and its sureties for said breach or default.

e. Waiver of Remedies for any Breach

In the event that KCATA elects to waive its remedies for any breach by FEC of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

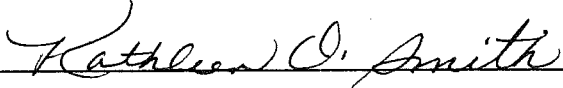
SIGNATURES:

Full Employment Council



Clyde McQueen
President

Date: 6-4-10

Attest: 

Kansas City Area Transportation Authority



Mark Huffer
General Manager

Date: 6-7-10

Attest:





Jeremiah W. (Jay) Nixon
Governor

David Kerr
Director

Division of Workforce Development

Julie Gibson
Director

June 28, 2010

*KCV
WIA-Formula*

Clyde McQueen, President/CEO
Full Employment Council, Inc.
1740 Paseo
Kansas City, Missouri 64108

Dear Mr. McQueen:

Enclosed for signature are two copies of the Division of Workforce Development's (DWD) Contract Agreement No. 10-03-03-11. Please have both copies signed by the authorized fiscal agent signatory and return one fully executed copy to the address below, as soon as possible. The remaining copy may be retained for your files. If the authorized fiscal agent signatory has changed, a new designation from the Local Workforce Investment Board should be sent to:

Division of Workforce Development
Financial Management Section (450-0160)
Attention: Nancy Able
P.O. Box 1087
Jefferson City, MO 65102-1087

This Contract Agreement for the period of April 1, 2010 to June 30, 2011 provides Program Year 2010 and Fiscal Year 2011 Workforce Investment Act (WIA), Title I – B, Adult, Youth, and Dislocated Worker formula allocated funding for the Kansas City and Vicinity Region. Exhibit I of the Contract Agreement is in accordance with the DWD Issuance 25-2009 that provides WIA formula funding and instructions for inclusion in the Local Workforce Investment Area Plan. Changes may not be made to any term of the enclosed contract agreement.

Please be aware the Assurances have been revised to include additional mandatory contract clauses. Exhibit IV of the Contract Agreement pertains to E-Verify federal work authorization required documentation.

Should you have any questions, please feel free to contact Nancy Able, Financial Management Section at (573) 751-2085.

Sincerely,

Julie Gibson
Director

JG/NA

Enclosures

c: Nancy Able

RECEIVED
JUL 01 2010

BY: _____

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into the 28th day of June, 2010, by and between the Division of Workforce Development, hereinafter referred to as the Contractor, and the Full Employment Council, Inc. hereinafter referred to as the Contracting Agency.

WITNESSETH:

WHEREAS, the Governor of the state of Missouri has authorized the Contractor, as his designee for the Workforce Investment Act (WIA) (P.L. 105-220, or as amended), to make application for and accept funds provided by the Secretary of the United States Department of Labor (USDOL) under WIA; and

WHEREAS, the Secretary of the USDOL, in accordance with the WIA (P.L. 105-220, or as amended), has provided funds to the Governor of the state of Missouri under WIA; and

WHEREAS, the Governor and the Missouri Legislature have provided the General Revenue and federal funds to the Department of Economic Development, Division of Workforce Development (DWD); and

WHEREAS, the Governor and the Missouri Legislature have authorized the Contractor to administer the WIA and other appropriated funds; and

WHEREAS, the Contracting Agency is willing, able, and appropriately designated in the Local Workforce Investment Area Plan to receive such funds.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

1. The period of performance under this Contract Agreement shall be from April 1, 2010, to June 30, 2011. Funding identified in Paragraph 2 is not available prior to July 1, 2010, other than WIA Title I-B Youth. Funds are available as specifically listed in Exhibit I. The Contract Agreement shall not bind nor purport to bind the state of Missouri for any contractual commitment in excess of the original contract period. However, the Contract Agreement is automatically extended for one (1) one year period (July 1 – June 30) for a maximum total of two years.

Each automatic extension shall be based upon the approval of the Contractor of the Local Workforce Investment Area Plan applicable to each extension period and retention of Grant Recipient/Local Area Grant Subrecipient/Local Area Fiscal Agent designation (as appropriate). All terms, conditions, and provisions of the original Contract Agreement or as amended, shall remain the same and apply during the extension period.

2. Payment hereunder is contingent upon continued availability of funding and shall not exceed \$5,603,428.00. Such amount is to be derived from the Contractor approved State Plan and is listed in Exhibit I. The Contractor may revise the above amounts without formal two party signature contract amendment in accordance with Local Workforce Investment Area Plan Modifications approved by the Contractor that may increase or decrease the total funding included in the Contract Agreement.

Refer to Exhibit III for the appropriate Catalog of Federal Domestic Assistance (CFDA) number assigned to specific funding sources listed in this paragraph.

The allowable cost categories shall be entered in the Budget Amount column on the Contract Progress Report (CPR) on the Contractor's online Financial Reporting System. The original Budget Amount on the CPR shall be taken from the approved Local Workforce Investment Area Plan or Modification, whichever is appropriate. The Contractor will make appropriate changes to the Budget Amount column of the CPR for any approved Local Workforce Investment Area Plan Modifications that increase or decrease funds available.

- (a) The Contracting Agency shall utilize the Cash Request feature on the online Financial Reporting System no more than weekly showing the cash requirements for program operations. The Contractor reserves the right to monitor and, when deemed necessary by the Contractor, to restrict cash flow to prevent accumulation of excess cash. Excess cash shall be defined as cash in excess of the cash needed for the operation of five (5) working days and must be reported to the Contractor.
- (b) The Contracting Agency shall submit the Excess Cash Report utilizing the Contractor's provided reporting format to the Contractor by the 15th of the following month for the preceding month.
- (c) The Contracting Agency shall, during the term of the Contract Agreement, prepare and submit monthly to the Contractor a CPR or other similar expense report form as required by the Contractor. A CPR shall be prepared for each funding category identified in Paragraph 2. The Contracting Agency shall submit this report no later than the close of business on the tenth (10th) calendar day of the month following the month for which activities are reported upon to the Contractor.
- (d) The Contracting Agency shall submit a Program Income Report in accordance with 20 CFR Part 667.200(5)(6)(7) and a Stand-In Costs Report, if they are to be used in accordance with 20 Code of Federal Regulations (CFR) 667.300(c)(2), on a quarterly basis by the fifteenth (15th) calendar day of the month following the last month of the quarter being reported. Reports shall be on an accrual basis, which includes all costs incurred, not just those which have been paid.
- (e) At least 50% of the Adult and Dislocated Worker participants served each Program Year must be enrolled in training services. Supportive Services and Needs-Related Payments must be available for participants enrolled in Training. Training costs may be provided from multiple sources, depending on availability and eligibility of the individual being served. The Contracting Agency shall submit a quarterly report with the following expenditure categories. DWD Financial Management will provide a separate reporting tool to be submitted quarterly. These costs are as follows:
 - (1) Occupational Skill Training:
 - Tuition: The standard cost associated with enrollment and participation in a WIA/DESE approved training facility.
 - Required Books/Supplies: Cost incurred by the student as required by the school to complete the course, this may include workbooks, computer soft ware or other related expenses.

- Required Fees: This may include fees associated with enrollment in the training facility, testing for certification or licensing, or other fees associated with the participant's completion of the course work.

Required Reporting: Amount obligated this quarter, amount paid this quarter, total amount obligated, total paid to-date for the occupational skills training expenses listed above.

(2) On-the-Job Training (OJT):

Required Reporting: Amount obligated this quarter, amount paid this quarter, total amount obligated, total paid to-date.

(3) Supportive Services:

Required Reporting: Amount obligated this quarter, amount paid this quarter, total amount obligated, total paid to-date.

(4) Needs-Related Payments (NRP):

Required Reporting: Amount obligated this quarter, amount paid this quarter, total amount obligated, total paid to-date.

- (f) The Contracting Agency shall submit any other such financial and statistical reports the Contractor may require.
- (g) The Contracting Agency and its subrecipients shall maintain a participant tracking and data system that will provide reports required by the Contractor. If Missouri's participant tracking and data system allows for the tracking of individuals funded in this Contract Agreement, this system must be utilized as the primary tracking system. Required data/reports shall be verifiable and accessible to the Contractor's staff for monitoring, reporting, auditing, and evaluation purposes.
- (h) The Contracting Agency and its subrecipients shall maintain required data/records on each participant as appropriate, including but not limited to; proof of citizenship and proof of income (including income computation methodology and source documentation). Where required verification of military selective service registration is applicable, proof of residency and other criteria as required, shall be maintained with sufficient detail to demonstrate compliance with eligibility criteria set forth by the Contractor.

3. The Contract Agreement is subject to all terms and conditions of the WIA and any amendments or revisions thereto, which by this reference, are incorporated herein as if fully rewritten.
4. The Contract Agreement is subject to all terms and conditions of 20 CFR 660 through 667 and any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.
5. The Contracting Agency agrees to abide by DWD Issuances, which interpret issuances of the USDOL and explain DWD policy decisions.
6. The Contracting Agency shall provide and perform the services as specified in the Local Workforce Investment Area Plan, as approved by the Contractor.
7. The Contracting Agency and its subrecipients shall in accordance with 20 CFR 667.200(a)(1 and 2) comply with the Uniform Administrative Requirements applicable to their organization as codified at 29 CFR Part 95 or Part 97. The Contracting Agency and its subrecipients shall in accordance with 20 CFR 667.200(c) comply with the allowable cost/ cost principles applicable to their organization as codified at 29 CFR Part 95.27 or 97.22
8. To the extent allowed by law, the Contracting Agency will proceed and save the Contractor herein harmless from any and all loss, claims, expenses, action, causes of actions, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Contracting Agency, its agents, employees, licensees, WIA participants, or invitees that result in injury to property or loss to the Contractor, arising from performance of this Contract Agreement, as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity.
9. The Contracting Agency assumes full liability for the actions of itself and all its subcontractors for all expenditures determined by the Contractor to be unallowable. The Contracting Agency further agrees to repay from non-WIA sources all expenditures determined by the Contractor to be unallowable.

Such paragraph is not intended and shall not relieve the Chief Elected Official(s) of the Local Workforce Investment Area of liability as provided by the WIA Section 117(d)(3)(B)(i)(I or II).

10. The Contracting Agency shall provide or have financial and/or compliance audits prepared and resolved in accordance with 20 CFR 667.200(b), Office of Management and Budget Circular A-133 and any amendments or revisions thereto, which by this reference are incorporated herein and made a part hereof as if fully rewritten. Additional information shall be provided as requested by the Contractor in resolution of the Contracting Agency or subrecipient audits as necessary.

11. If any term, covenant, or condition of the Contract Agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of the Contract Agreement shall not be affected thereby and each term, covenant, or condition of the Contract Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. The Contractor and Contracting Agency agree to the following cancellation provisions:
 - (a) The Contractor may cancel this Contract Agreement immediately for noncompliance with any requirement of WIA or the regulations promulgated under that Act, noncompliance with the requirements of any other applicable law, or the withdrawal of the Grant Recipient/Local Area Grant Subrecipient/Fiscal Agent designation (as appropriate) by the Local Workforce Investment Board or the Chief Elected Official(s), by giving written notice to the Contracting Agency of such termination and specifying the effective date thereof. In the event of such cancellation, the Contracting Agency will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (b) If the Contracting Agency fails to perform under the Contract Agreement or fails to make sufficient progress so as to endanger performance, the Contractor may cancel this Contract Agreement, in whole or in part, upon thirty (30) days written notice to the Contracting Agency. In the event of such cancellation, the Contracting Agency will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (c) Either party may, at their option, cancel this Contract Agreement without penalty upon thirty (30) days written notice. In such event, the Contracting Agency shall receive full payment for services reported in accordance with Paragraph 2(b) prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
13. Any changes in the scope of services under this Contract Agreement shall be made by written amendment and signed by all parties, except as provided in Paragraph 2 or Paragraph 5 for DWD WIA Issuances.
14. The Contracting Agency agrees to comply with the provisions of the Assurances and any amendments or revisions thereto as described in Exhibit II which are incorporated herein and made a part thereof as if fully rewritten. Such Assurances shall be applicable to the Contracting Agency's subrecipients receiving WIA funds under this Contract Agreement. The Contractor shall have authority to the extent allowable by law to require the Contracting Agency or its subrecipients to take corrective and/or remedial action if provisions are violated.

15. The Contracting Agency assures, as a condition to the award of financial assistance under WIA from the USDOL, with respect to operation of the WIA funded program or activity and all agreements or arrangements to carry out the WIA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA Section 188, 20 CFR 667.200(f), 29 CFR Part 37.
16. The Contractor, the Department of Economic Development, the State Auditor's Office, the USDOL, the Comptroller General of the United States, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books and records (including computer records), reports, correspondence, forms, contracts, invoices, materials, payrolls, records of personnel, files, or other such documentation at any Contracting Agency site, or Contracting Agency subcontractor site, for which funds have been provided under this Contract Agreement. This right also includes timely and reasonable access to personnel of the Contracting Agency, its subrecipients, and vendor subcontractors, for the purpose of interviews and discussions related to such documents. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the Contractor and/or the above mentioned agencies deem necessary and appropriate. Subject to the discretion of DWD, authorized employees of DWD shall have the right to be present at any and all of the Local Workforce Investment Area Board meetings, Contracting Agency's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Contract Agreement.
17. The Contractor retains full rights and privileges of free use for any products (inventions, patents, copyrights, computer programs, data and databases, reports, studies, and other real or intangible property) produced, directly or indirectly, by funds provided under this Contract Agreement. Such rights are as applicable to the entity and as included in Exhibit II-Assurances, Item 2.

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract Agreement, including any subcontract under this Contract Agreement; and ii) any rights of copyright to which the Contracting Agency or its subrecipients purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contracted funds, including intellectual property, these

revenues are program income. Program income is added to the project and must be expended for allowable project activities. If applicable, the following needs to be on all products developed in whole or in part with contracted funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

18. The Contracting Agency shall retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant and participant records, and supporting documentation for a period of three (3) years after the Contracting Agency submits to the Contractor its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved. The Contracting Agency shall comply with the Record Retention requirements as applicable to the entity and as included in Exhibit II – Assurances, Item 2.

In the event that this Contract Agreement is terminated and the Contracting Agency and/or its subrecipient is unable to maintain records as required, the Contracting Agency and/or its subrecipient is responsible for transferring such records to the Contractor in accordance with procedures established by the Contractor. The Contractor shall then assume responsibility for the maintenance of such records.

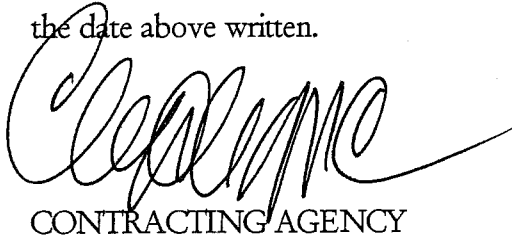
19. The Contracting Agency shall not assign this Contract Agreement or any part thereof unless otherwise provided or without the written consent of the Contractor, but in no case shall such consent relieve the Contracting Agency from the obligation under, or change the terms of, the Contract Agreement.
20. The Contracting Agency shall agree that in administering the Contract Agreement that the Local Workforce Investment Area Board will comply with the Conflict of Interest provisions of WIA Section 117(g), and additionally as included in the state of Missouri Workforce Investment Plan as Attachment 11 (or as amended).

Additionally, in accordance with 29 CFR Part 95.42 or 29 CFR Part 97.36 and as applicable to the entity receiving funds under this Contract Agreement, the Contracting Agency shall maintain a written code of standards of conduct governing the performance of their

employees engaged in the award and administration of any contract that includes such Conflict of Interest provisions.

21. The Contracting Agency, by signature of this Contract Agreement, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract Agreement by any federal department or agency. The Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions is made in accordance with Debarment/Suspension procedures as issued by the 29 CFR Part 98 and any amendments or revisions thereto, which by this reference are incorporated hereto and made a part hereof as if fully rewritten.
22. The Contracting Agency and its subrecipients shall comply with 20 CFR, Section 667.630, Workforce Investment Act; Final Rules. Information and complaints involving criminal fraud, waste, abuse, or other criminal activity must be reported immediately through the USDOL's Incident Reporting System to the USDOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Employment and Training Administration. The Hotline number is 1-800-347-3756. Complaints of a noncriminal nature are handled under the procedures set forth in Section 667.505 or through USDOL's Incident Reporting System. The Contracting Agency must also report such information and complaints to the DWD and the Local Workforce Investment Board, if applicable, at the same time any report is made to the USDOL.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date above written.


CONTRACTING AGENCY

Full Employment Council, Inc.

Authorized Signature

Clyde McQueen

Name

President / CEO

Title

Date 7-1-10

STATE OF MISSOURI
DEPARTMENT OF ECONOMIC
DEVELOPMENT
DIVISION OF WORKFORCE
DEVELOPMENT



Julie Gibson, Director
Division of Workforce Development

Date 6/28/10

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- Exhibit III, Catalog of Federal Domestic Assistance (CFDA) Numbers
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KANSAS CITY & VICINITY

EXHIBIT I
LWIA 03

The amount listed in Paragraph 2, Page 2 of the Contract Agreement shall be derived as follows:

PY'10 WIA TITLE I-B ADULT FORMULA	\$ 343,305.00
FY'11 WIA TITLE I-B ADULT FORMULA	\$ 1,634,567.00
PY'10 WIA TITLE I-B YOUTH FORMULA	\$ 2,114,813.00
PY'10 WIA TITLE I-B DISLOCATED WORKER FORMULA	\$ 413,265.00
FY'11 WIA TITLE I-B DISLOCATED WORKER FORMULA	\$ 1,097,478.00
GRAND TOTAL PARAGRAPH 2	\$ 5,603,428.00

NOTES:

- 1) LWIA Is Local Workforce Investment Area
- 2) WIA Is Workforce Investment Act
- 3) PY Is Program Year and FY Is Fiscal Year (Federal Funding Designation)
- 4) PY'10/FY'11 WIA is LWIA formula funding issued by DWD Issuance 25-2009.
- 5) PY'10 Adult Formula funding is available 7/1/2010 to 6/30/2012; FY'11 Adult Formula funding is available 10/1/2010 to 6/30/2012.
- 6) PY'10 Dislocated Worker Formula funding is available 7/1/2010 to 6/30/2012; FY'11 Dislocated Worker Formula funding is available 10/1/2010 to 6/30/2012.
- 7) PY'10 Youth Formula funding is available 4/1/2010 to 6/30/2012.

ASSURANCES

1. The Contracting Agency assures that it and its subrecipients will establish in accordance with WIA Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Contract Agreement.
2. The Contracting Agency assures that it and its subrecipients will comply with the requirements of the common rule Uniform Administrative Requirements (or as amended) applicable to the type entity receiving WIA Title I funding under this agreement.
 - 29 CFR, Part 97 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; or
 - 29 CFR, Part 95 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations.
3. The Contracting Agency assures that it and its subrecipients will comply with the federal allowable costs/cost principles that apply to the type entity receiving WIA Title I funding under this Contract Agreement. The regulations at 29 CFR 95.27 and 29 CFR 97.22 (and 20 CFR 667.200(c)(1-5) identify the federal principles for determining allowable costs.
4. The Contracting Agency assures that it and its subrecipients will comply with restrictions regarding Lobbying codified at 29 CFR Part 93.
5. The Contracting Agency assures that it and its subrecipients will comply with requirements for a Drug Free Workplace codified at 29 CFR Part 98.
6. The Contracting Agency assures that it and its subrecipients will comply with requirements for Debarment and Suspension as codified at 29 CFR Part 98.
7. The Contracting Agency assures that it and its subrecipients will comply with requirements of the Americans with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri.
8. The Contracting Agency assures that it and its subrecipients will comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin.

9. The Contracting Agency assures that it and its subrecipients will comply with Section 504 of the Rehabilitation Act of 1973, as amended (including amendments made by the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability.
10. The Contracting Agency assures that it and its subrecipients will comply with Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.
11. The Contracting Agency assures that it and its subrecipients will comply with Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.
12. The Contracting Agency assures that it and its subrecipients will comply with the Privacy Act of 1975, as amended.
13. The Contracting Agency assures that it and its subrecipients will comply with Nondiscrimination and Equal Opportunity provisions codified at 29 CFR Part 37.
14. In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contracting Agency and its subrecipients shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
15. The Contracting Agency assures that it and its subrecipients will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination

in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

16. The Contracting Agency assures that it and its subrecipients will comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
17. The Contracting Agency assures that it and its subrecipients will comply with provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
18. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
19. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
20. The Contracting Agency assures that it and its subrecipients will comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
21. The Contracting Agency assures that it and its subrecipients will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
22. The Contracting Agency assures that it and its subrecipients will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).

23. The Contracting Agency assures that it and its subrecipients will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
24. The Contracting Agency assures that it and its subrecipients will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. The Contracting Agency assures that it and its subrecipients will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
26. The Contracting Agency assures that it and its subrecipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”
27. The Contracting Agency assures that it and its subrecipients will annually monitor and resolve monitoring findings of subrecipients receiving funds under WIA Title I. Such monitoring shall be done in accordance with WIA Section 184(a)(4), 20 CFR 667.400, 20 CFR 667.410, 20 CFR 667.500 and additional requirements as issued by the Contractor.
28. The Contracting Agency assures that it and its subrecipients will establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600 and additional requirements as issued by the Contractor.
29. The Contracting Agency assures that it and its subrecipients shall not use funds received under WIA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIA Section 667.270.
30. The Contracting Agency assures that it and its subrecipients shall comply with the confidentiality requirements of WIA Section 136(f)(3).
31. The Contracting Agency assures that it and its subrecipients will not use funds received under WIA to assist, promote, or deter union organizing in accordance with WIA Section 181 (b)(7).
32. The Contracting Agency assures that it and its subrecipients shall comply with 20 CFR 667.200(g)(1)(2) regarding nepotism.
33. The Contracting Agency assures that it and its subrecipients will not expend funds provided under WIA Title I for those activities identified and prohibited in 20 CFR 667.260, 667.262, 667.264, 667.266, 667.268, and 667.270.

34. The Contracting Agency assures that it and its subrecipients receiving WIA Title I funds will provide services through the Local Workforce Investment Area Plan that are consistent with the state of Missouri Workforce Investment Plan (or as modified).
35. The Contracting Agency assures that it and its subrecipients will comply with Public Law 111-8, none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.
36. The Contracting Agency assures that it and its subrecipients will comply with the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the USDOL. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
37. The Contracting Agency assures that it and its subrecipients will comply with 285.530 RSMo.
- Pursuant to section 285.530.2, RSMo, the Contracting Agency shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
 - Pursuant to section 285.530.5, RSMo, neither the Contracting Agency nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
38. The Contracting Agency assures that it and its subrecipients will comply with Executive Order 04-09. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at <http://oa.mo.gov/purch/governance.html>.
39. The Contracting Agency assures that it and its subrecipients will expend funds provided by the Contract Agreement in accordance with WIA, WIA regulations, USDOL, DWD guidance, and all other applicable federal, state, or local laws.
40. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Lobbying in accordance with 29 CFR Part 93 and certifies that to the best of his or her knowledge and belief:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form -LLL "Disclosure of Lobbying Activities", in accordance with its instructions.
 - The signatory shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

41. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding a Drug Free Workplace in accordance with 29 CFR Part 98 and certifies that it will or will continue to provide a drug free workplace by:
 - (1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2.) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs;
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - (4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement;
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
 - (6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

42. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Debarment and Suspension in accordance with 29 CFR Part 98 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Contract Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Contract Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

43. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency and its subrecipients also assure that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIA Title I B financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIA Title IB financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

Job Access Reverse Commute Program
2011 Funding

Cooperative / Partnering Operations
Sections 3.2

Full Employment Council
Career Transit Program

Cooperative / Partnering Operations

Kansas City Area Transit Authority

(see previous attachment found in Local Government Partnerships)

Kansas City Taxi Service

Attachment 2

CONTRACT AGREEMENT

CONTRACT NO: KC10706
CONTRACT PERIOD: May 1, 2010 to April 30, 2010
CONTRACT AMOUNT: \$120,600
CLIENTS SERVED: FEC Customers
CONTRACTOR: Yellow Cab
CONTRACTOR ADDRESS: 1300 Lydia, Kansas City, MO 64106
PROJECT ADDRESS (If Different):
PROJECT TELEPHONE NUMBER: 816-471-6050 – Office
816-471-5000 – Dispatch
PROJECT FAX NUMBER: 816-512-5524
EMAIL ADDRESS: wmgeorge@kctg.com
PROJECT DIRECTOR: William George

PROGRAM ACTIVITIES: Provide door to door service to all assigned FEC clients that require transportation between their residences and their job locations, within a maximum one-way trip range of twenty (20) miles.

IN WITNESS WHEREOF, THE ONE STOP OPERATOR AND CONTRACTOR HERETO HAVE EXECUTED THIS MODIFICATION AND IN SIGNING AND THEREBY VALIDATING THIS CONTRACT MODIFICATION, THE PARTIES ALSO CERTIFY THAT THEY POSSESS THE LEGAL AUTHORITY TO CONTRACTUALLY BIND THEIR RESPECTIVE ORGANIZATIONS IN THEIR CAPACITY AS A SIGNATORY OFFICIAL.

ONE STOP OPERATOR/FISCAL AGENT:

SIGNATURE

CLYDE MCQUEEN
PRESIDENT/CEO
FULL EMPLOYMENT COUNCIL
1740 Paseo, Suite D
Kansas City, MO 64108
(816) 471-2330

CONTRACTOR:

SIGNATURE

TYPED NAME: William George
TITLE: CEO
Yellow Cab

CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT entered into by the Full Employment Council (FEC), and Yellow Cab.

THIS CONTRACT CONSISTS OF TWO PARTS:

PART I, SPECIAL TERMS AND CONDITIONS

PART II, STATEMENT OF WORK

WITNESSETH:

WHEREAS, the Kansas City Area Transportation Authority and FEC have entered into an agreement to provide transportation services to unemployed citizens of Kansas City; and

WHEREAS, Yellow Cab desires to perform the services described in and pursuant to the Contract;

NOW, THEREFORE, in consideration of the mutual covenants, hereinafter contained, the FEC and Yellow Cab agree as follows:

**PART I
SPECIFIC TERMS AND CONDITIONS**

A. TIME OF PERFORMANCE

This contract will be in effect for the period of May 1, 2010 through April 30, 2011 unless otherwise modified, and is subject to renewal after review at the end of the year. All contract costs must be incurred and performance definitions achieved during the contract period of performance unless such dates are modified in accordance with the provisions within this agreement.

B. STATEMENT OF WORK

Yellow Cab shall perform the services set forth in the Statement of Work, which is included as PART II of this Contract.

C. TOTAL OBLIGATION UNDER CONTRACT

The execution and implementation of this Contract is dependent upon the availability of funds from the Kansas City Area Transportation Authority. If funds, which are anticipated to be received by the FEC from the Kansas City Area Transportation Authority are suspended or terminated, in whole or in part, no financial obligation shall accrue against the FEC unless there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged sufficient to meet the obligation hereby incurred, and that there is a cash balance otherwise unencumbered to the credit of the fund from which payment is to be made sufficient to meet the obligation hereby incurred. The total contract amount is **\$120,600**.

D. METHOD OF PAYMENT

Yellow Cab will request reimbursement and the FEC will authorize payment of funds only as itemized in the Reimbursement Method described in Part II of the Contract. Yellow Cab will record all costs incurred and will report these costs monthly, all in a manner prescribed by the FEC.

E. MODIFICATION

FEC reserves the right to modify, de-obligate or otherwise adjust the funding or programmatic terms of this Contract for failure by Yellow Cab to perform the terms and conditions set forth in Parts I and II of this Contract. This Contract may be amended or modified only in writing, signed by each of the parties hereto. If Yellow Cab refuses to accept any additional requirements or additional requirements or conditions that may be imposed by the Kansas City Area Transportation Authority or FEC, unearned payments

under this Contract may be suspended or terminated at the sole discretion of FEC. Yellow Cab agrees to abide by all requirements, ordinances and conditions imposed directly or indirectly on FEC or Yellow Cab by the Kansas City Area Transportation Authority.

F. TERMINATION

Timely, safe and consistent transportation of participants is the essence of this Contract. Notwithstanding the existence of lesser sanctions (penalty and chargeable offenses described in Part II of this Contract), or any other provisions of this Contract to the contrary, the FEC reserves the right, in its sole discretion, to immediately terminate this Contract without notice in the event any of the following occurs:

1. Yellow Cab fails to pay when due any city, state or federal taxes.
2. Yellow Cab files for bankruptcy protection or any other event occurs which, in FEC's reasonable judgment could impair Yellow Cab's ability to perform its obligations hereunder in the future.
3. Yellow Cab is notified of a breach of its duties or of unsatisfactory performance of its responsibilities under this Contract and does not remedy the breach or significantly improve its performance within 10 working days after notification.

FEC's right to terminate the Contract under this paragraph is without limitation and is not subject to any grievance procedure or any other right or review. No delay or omission of the FEC to exercise the right to terminate will be a waiver of any breach of any acquiescence therein. Any single or partial exercise of a right or power by FEC will not preclude other or further exercise of that or any other right or power. No waiver will be valid unless in writing, signed by FEC, and then only to the extent specifically set forth in such writing. No single waiver will constitute a future waiver even under the same circumstances.

G. INSURANCE

Yellow Cab will hold harmless, indemnify and defend FEC and the Kansas City Area Transportation Authority against all liability for personal injury and property damage arising directly or indirectly out of any activity undertaken pursuant to the terms of this Contract, and the Contractor will provide \$300,000 single limit and automotive coverage naming the FEC and the Kansas City Area Transportation as additional insured. Insurance provided will include both general liability and auto liability. The FEC and the City will be provided with certificates of insurance and will be given 10 days notice of cancellation of said policy.

H. TAX LIABILITIES

Yellow Cab will maintain current and necessary city earnings and other applicable taxes necessary to ensure the uninterrupted services of this Contract. Proof of all federal, state and local tax payments must be available for review by FEC's auditors.

I. NON-ASSIGNMENT

Yellow Cab will not assign or transfer any interest or obligation under this Contract.

J. SUBCONTRACTING

Yellow Cab will not subcontract any service described herein.

K. ACCESS TO RECORDS

Yellow Cab agrees that the City Auditor, FEC's appointed auditor, or any other duly authorized representatives will, until the expiration of three (3) years after final payment under this Contract is made, have access to and the right to examine any of its directly pertinent books, documents, papers and records involving transactions related to this Contract.

**PART II
STATEMENT OF WORK**

A. PURPOSE

The purpose of this contract is to provide subsidized transportation services to and from places of employment not served by public transportation for FEC's program participants residing in Kansas City, Missouri. Transportation is to be provided to and from specific work sites along routes designed by FEC in Jackson, Cass, Clay, Platte, and Ray Counties in Missouri and Johnson and Wyandotte Counties in Kansas.

B. SERVICES TO BE PERFORMED

Yellow Cab will provide the following services under this Contract:

1. **Implement Transportation Schedule:** Yellow Cab will provide safe and timely transportation services at specified times and locations in strict accordance with schedules developed by FEC and will respond to FEC's assignment of riders from designated pick-up and drop-off points in accordance with FEC's scheduling. The maximum range of a one-way trip will be twenty (20) miles. Designated drop-off points will be determined by the number of individuals in need of a specific route. The specific arrangements for each trip, including the selection of passengers by name, departure and arrival times and of clients to be served will be designated by FEC.
2. **Provide Authorized Services:** Yellow Cab will provide transportation services to program participants certified as eligible and identified by FEC to receive such services and will maintain lists of passengers by name, departure and arrival times, and the number of clients to be served when registered in advance by FEC. Yellow Cab drivers will check each participant's identification card prior to commencing a trip. **A zone rate structure and hourly pricing rate is attached.**
3. **Meet Qualifications and Requirements for Drivers:** Yellow Cab drivers performing services under this Contract will meet or exceed the following standards.
 - a. Obtain and pay in full all permits an/or licenses required by law, including Kansas City, Missouri Taxi Cab/Livery Operator's Certificate, Missouri Chauffeur's License, and Commercial Driver's License.
 - b. Be at least twenty-five (25) years of age.
 - c. Pass an annual physical examination which meets the Missouri Department of Transportation standards specifying that a driver's condition does not preclude, hinder, or jeopardize the individual's ability to drive a vehicle.

- d. Participate in Yellow Cab's driver training program.
- e. Agree to periodic drug screening tests to detect substance abuse problems that would impair driving ability.
- f. Be bondable.
- g. Be properly groomed, have good personal hygiene and wear a uniform provided by Yellow Cab at all times while transporting riders;
- h. Demonstrate courteous and rider friendly service at all times.
- i. Agree not to smoke while driving any vehicle being used to transport drivers.

4. **Meet Vehicle Requirements:** All vehicles used to provide services under this Contract must meet the following criteria:

- a. Be equipped with first aid kits, working fire extinguishers, and a dedicated radio system capable of car-to-car and base-to-car communication. Yellow Cab will provide a base station for FEC.
- b. Pass the State Safety Inspection, be operational and properly maintained.
- c. Have all current, required permits and licenses required by the City of Kansas City, Missouri and the State of Missouri in or on the vehicle. Should permits/licenses of Yellow Cab expire or be suspended or revoked during the period of performance of this Contract, this Contract will be terminated.
- d. Be no older than 2006 models.

A listing of vehicles to be utilized is attached.

5. **Designate Project Manager for Program Coordination:** Yellow Cab will designate a Project Manager responsible for coordinating the program whose duties will include, at a minimum, the following: daily monitoring of departure and arrival schedules; routing or trips; timeliness of departures and arrivals; submission of monthly accounting of trips and fares collected; and general coordination of activities with FEC. This individual will be accessible during operating hours by phone, pager or 2-way radio. Yellow Cab agrees to a response time of no more than thirty (30) minutes.
6. **Supervise Youth:** All routes dedicated for youth only must provide an adult monitor to accompany youth on each trip.

7. **Grievance Procedures:** Yellow Cab will follow FEC's Complaint/Grievance procedures when participants or staff file complaints or grievances. Participants experiencing problems, including but not limited to being left at a worksite after signing the trip sheet and giving departure time and location, being harassed by the driver, or being late for work due to the late arrival of the vehicle at the departure location, will have thirty (30) days in which to file a complaint/grievance, which after investigation may result in the assessment of penalties charged against YELLOW CAB. YELLOW CAB will be notified within 30 days of FEC's decision in Complaint/Grievances. YELLOW CAB may appeal FEC's decision, but must present such appeal in writing. No single waiver will constitute a future waiver even under the same circumstances.

8. **Monitoring and Evaluation:** The Contractor will cooperate with all monitoring and evaluation activities conducted directly or indirectly by FEC or the Kansas City Area Transportation Authority relative to activities described herein and bound by the Contract. This will include but not be limited to, providing programmatic and fiscal records to authorized representatives of the Kansas City Area Transportation Authority and to other persons as may be designated from time to time by FEC.

9. **Reporting Requirements:** The Contractor will submit the following:
 - a. Daily trip sheets to FEC for the previous day.

 - b. Monthly reports summarizing the number of trips and number of bus stops for each of the following geographic locations: Overland Park, Shawnee Mission, Lenexa or other parts of Johnson County, exclusive of Overland Park, Shawnee Mission or Lenexa, Wyandotte County, Clay and/or Platte Counties, and Jackson County.

 - c. Quarterly summary reports in accordance with FEC's instructions.

 - d. YELLOW CAB will submit monthly invoices to FEC no later than the fifth (5th) working day of each month.

C. OTHER REQUIREMENTS

YELLOW CAB agrees to:

1. Require each participant to pay a per trip fare of \$1.50 to be collected by YELLOW CAB'S driver before commencing each trip. When the fare is given to the driver, the driver will record the rider's signature, destination and time of return. The rider's name, address and social security number must be provided with the monthly invoice.

2. Respond with short notice to emergency situations such as illness, shortening the workday by an employer based on that day's business activity, or other emergencies. YELLOW CAB will provide transportation when contacted by FEC. To be billable under this

Contract, emergency situations must be approved, identified and validated by the FEC prior to response to such situations.

3. Provide a list of all drivers and vehicles transporting participants and will advise the FEC of any changes therein within the first day following their occurrence.
4. Contact FEC immediately when a vehicle transporting participants is involved in an accident. A detailed written account of the accident must be submitted to FEC within two (2) calendar days of the accident.
5. Submit written incident reports on any unusual occurrences involving program participants within 24 hours of occurrences to FEC and document any problems identified by FEC that impact the effectiveness or efficiency of the transportation program. YELLOW CAB will resolve such problems in cooperation with FEC.
6. Ensure that participants are transported only to those sites approved and designated by FEC.
7. Submit trip sheets completed by the riders on a daily basis for the previous day's trip, which include the name, ID number, work site, work address, and departure time for each participant.
8. Implement a system for determining the level of rider satisfaction using FEC approved customer service surveys completed by participants and mailed directly to FEC.

D. FEC'S RESPONSIBILITIES

FEC will:

1. Determine eligibility of individuals selected to receive services under this Contract.
2. Provide riders with an orientation regarding trip cost, transportation rules, grievance procedures and departure points at the time of application for service.
3. Monitor the daily dispatching of YELLOW CAB to determine report and resolve problem areas.
4. Make payments to YELLOW CAB based on properly completed reimbursement requests and receipt of reimbursement from the City of Kansas City, Missouri.
5. Adjust, modify or regulate the number of trips scheduled in order for YELLOW CAB to maintain acceptable standards of transportation service while not exceeding the funding available under this Contract.
6. Furnish YELLOW CAB with the emergency telephone number of FEC's designated contact person.

7. Investigate and assess penalty charges against YELLOW CAB in accordance with the provisions of this contract.

E. CONTACT PERSONS, FACILITY LOCATION AND HOURS OF OPERATION

Contact Persons. The following person is approved as the contact person for YELLOW CAB:

William M. George, CEO

Any change in the contact person requires written notification to FEC prior to such change.

The following person is approved as FEC's contact person:

Kim Greene, Transportation Coordinator

Facilities: YELLOW CAB will operate the program from 1300 Lydia, Kansas City, Missouri.

Hours of Operation: YELLOW CAB will maintain office hours of 8 AM to 5 PM Monday through Friday, and will provide on-call personnel to respond to calls from participants 24 hours per day, 7 days per week, including holidays.

Kansas City Taxi, LLC
 Zone Rate Structure for
 FULL EMPLOYMENT COUNCIL

ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8	ZONE 9	ZONE 10	ZONE 11	ZONE 12	ZONE 13	ZONE 14	ZONE 15
64120	64106	64114	64050	64128	64030	64081	64015	64056	64116	64155	64068	64150	64153	64163
64123	64108	64131	64052	64129	64134	64082	64064	64057	64117	64156	64157	64151	64154	64079
64124	64109	64132	64053	64130	64145	64086	64136	64058	64118	64165	64167	64152	64164	66XXX
64125	64110	64137	64054	64133	64146		64139		64119	64166				
64126	64111		64055	64136	64147				64160					
64127	64112			64138	64149				64161					
	64113								64158					

AREA	FIRST PASS	AREA	FIRST PASS	AREA	FIRST PASS	AREA	FIRST PASS	AREA	FIRST PASS	AREA	FIRST PASS	AREA	FIRST PASS
ZONE 1-1	A	ZONE 3-4	C	ZONE 5-11	E	ZONE 8-14	I	ZONE 10-11	J	ZONE 12-12	A	ZONE 14-15	F
ZONE 1-2	C	ZONE 3-5	C	ZONE 5-12	F	ZONE 8-15	M	ZONE 10-12	K	ZONE 12-13	C	ZONE 14-15	F
ZONE 1-3	C	ZONE 3-6	C	ZONE 5-13	E	ZONE 8-16	A	ZONE 10-13	F	ZONE 12-14	A	ZONE 15-15	L
ZONE 1-4	C	ZONE 3-7	C	ZONE 5-14	I	ZONE 8-17	C	ZONE 10-14	K	ZONE 12-15	A		
ZONE 1-5	C	ZONE 3-8	E	ZONE 5-15	M	ZONE 8-18	C	ZONE 10-15	M	ZONE 12-16	A		
ZONE 1-6	E	ZONE 3-9	H	ZONE 6-6	A	ZONE 8-19	A	ZONE 11-11	A	ZONE 12-17	A		
ZONE 1-7	H	ZONE 3-10	C	ZONE 6-7	A	ZONE 8-20	A	ZONE 11-12	A	ZONE 12-18	A		
ZONE 1-8	G	ZONE 3-11	F	ZONE 6-8	C	ZONE 8-21	C	ZONE 11-13	A	ZONE 12-19	A		
ZONE 1-9	E	ZONE 3-12	H	ZONE 6-9	G	ZONE 8-22	G	ZONE 11-14	A	ZONE 12-20	A		
ZONE 1-10	A	ZONE 3-13	E	ZONE 6-10	F	ZONE 8-23	F	ZONE 11-15	A	ZONE 12-21	A		
ZONE 1-11	C	ZONE 3-14	H	ZONE 6-11	J	ZONE 8-24	J	ZONE 11-16	A	ZONE 12-22	A		
ZONE 1-12	C	ZONE 3-15	M	ZONE 6-12	K	ZONE 8-25	K	ZONE 11-17	A	ZONE 12-23	A		
ZONE 1-13	A	ZONE 4-4	A	ZONE 6-13	F	ZONE 8-26	F	ZONE 11-18	A	ZONE 12-24	A		
ZONE 1-14	E	ZONE 4-5	C	ZONE 6-14	K	ZONE 8-27	K	ZONE 11-19	A	ZONE 12-25	A		
ZONE 1-15	J	ZONE 4-6	G	ZONE 6-15	M	ZONE 8-28	M	ZONE 11-20	A	ZONE 12-26	A		
ZONE 2-2	A	ZONE 4-7	E	ZONE 7-7	A	ZONE 8-29	A	ZONE 11-21	A	ZONE 12-27	A		
ZONE 2-3	C	ZONE 4-8	C	ZONE 7-8	A	ZONE 8-30	A	ZONE 11-22	A	ZONE 12-28	A		
ZONE 2-4	C	ZONE 4-9	A	ZONE 7-9	C	ZONE 8-31	C	ZONE 11-23	A	ZONE 12-29	A		
ZONE 2-5	C	ZONE 4-10	B	ZONE 7-10	G	ZONE 8-32	G	ZONE 11-24	A	ZONE 12-30	A		
ZONE 2-6	E	ZONE 4-11	D	ZONE 7-11	J	ZONE 8-33	J	ZONE 11-25	A	ZONE 12-31	A		
ZONE 2-7	H	ZONE 4-12	E	ZONE 7-12	K	ZONE 8-34	K	ZONE 11-26	A	ZONE 13-1	A		
ZONE 2-8	H	ZONE 4-13	H	ZONE 7-13	G	ZONE 8-35	G	ZONE 11-27	A	ZONE 13-2	A		
ZONE 2-9	E	ZONE 4-14	H	ZONE 7-14	K	ZONE 8-36	K	ZONE 11-28	A	ZONE 13-3	A		
ZONE 2-10	A	ZONE 4-15	M	ZONE 7-15	N	ZONE 8-37	N	ZONE 11-29	A	ZONE 13-4	A		
ZONE 2-11	C	ZONE 5-5	A	ZONE 8-8	A	ZONE 8-38	A	ZONE 11-30	A	ZONE 13-5	A		
ZONE 2-12	E	ZONE 5-6	C	ZONE 8-9	C	ZONE 8-39	C	ZONE 11-31	A	ZONE 13-6	A		
ZONE 2-13	A	ZONE 5-7	C	ZONE 8-10	F	ZONE 8-40	F	ZONE 11-32	A	ZONE 13-7	A		
ZONE 2-14	G	ZONE 5-8	C	ZONE 8-11	H	ZONE 8-41	H	ZONE 11-33	A	ZONE 13-8	A		
ZONE 2-15	L	ZONE 5-9	E	ZONE 8-12	G	ZONE 8-42	G	ZONE 11-34	A	ZONE 13-9	A		
ZONE 3-3	A	ZONE 5-10	C	ZONE 8-13	H	ZONE 8-43	H	ZONE 11-35	A	ZONE 13-10	A		

A	\$ 28.00	G	\$ 46.00	M	\$ 62.00
B	\$ 32.00	H	\$ 48.00	N	\$ 64.50
C	\$ 35.00	I	\$ 51.00	ADD. PASS.	\$ 7.00
D	\$ 39.00	J	\$ 53.00		
E	\$ 41.00	K	\$ 55.00		
F	\$ 44.00	L	\$ 58.00		

Job Access Reverse Commute Program
2011 Funding

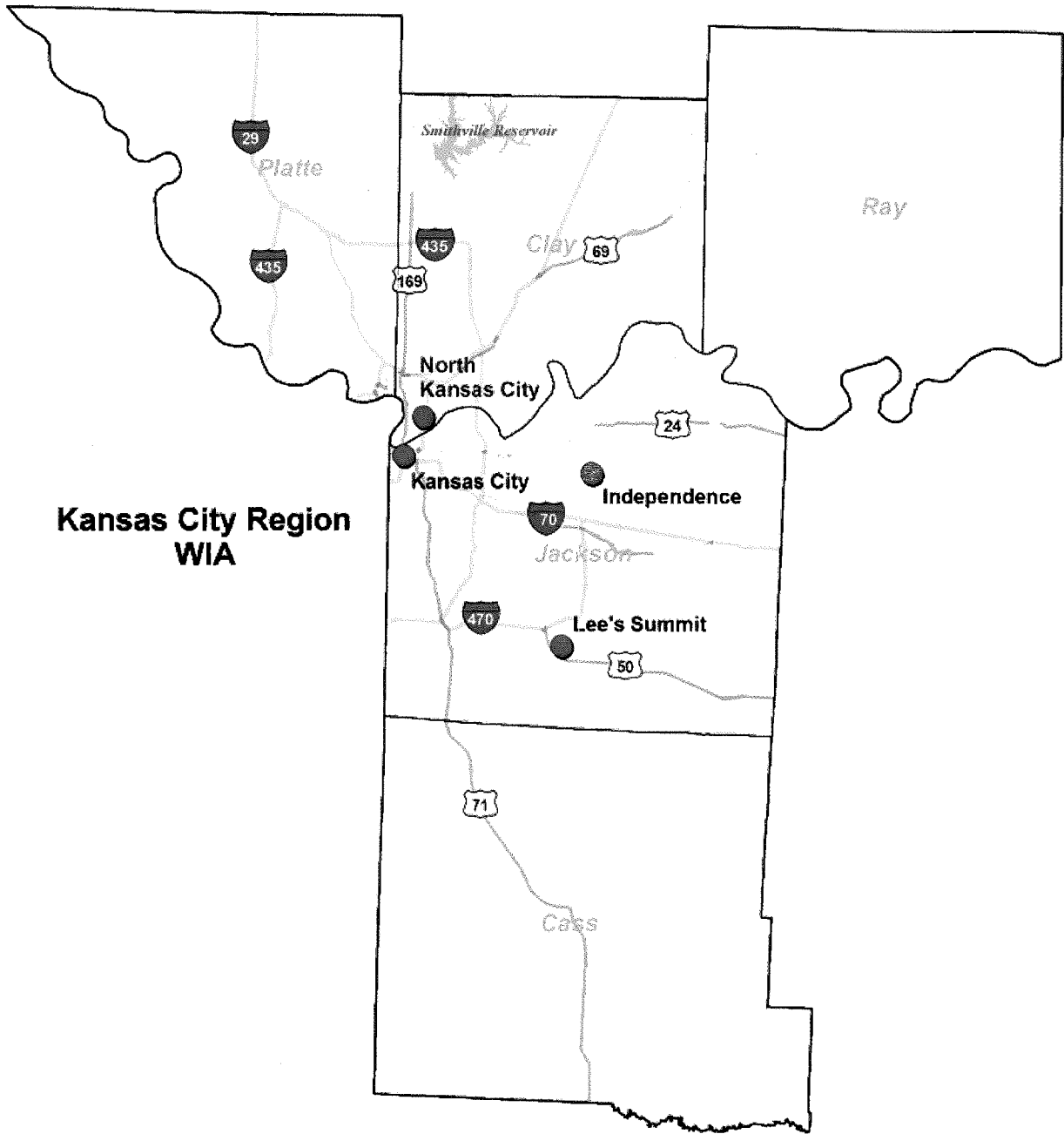
Service Description and Service Level
Sections 3.4

Full Employment Council
Career Transit Program

Service Description and Service Level

Kansas City & Vicinity Map of counties served

Attachment 1



Job Access Reverse Commute Program
2011 Funding

Supplemental Information and Attachments
Sections 4

Full Employment Council
Career Transit Program

Transportation Services Brochure

Attachment 1

FULL EMPLOYMENT COUNCIL, INC. MISSOURI CAREER CENTER

JACKSON | CASS | CLAY | PLATTE | RAY COUNTIES

ABOUT US

The Full Employment Council, Inc. is the One-Stop Operator of the Missouri Career Centers in Kansas City and Independence, Mo., including Jackson, Clay, Platte, Cass and Ray counties.

We provide a full range of services to job seekers under one roof, from career counseling, training, resume development, job search assistance to comprehensive assessments, employment plans/placement and supportive services.

The career centers made a transition to the Next-Generation Missouri Career Centers model, a customer-focused, integrated approach to better serve Full Employment Council/Missouri Career Center visitors and customers. At the career centers you have the opportunity to upgrade and enhance your skills in our computer labs; attend various workshops that focus on resume development, basic computer skills and job search.

Our goal is to develop the talent of our area's workforce!

WHERE TO FIND US

CENTRAL KANSAS CITY
1740 PASEO BOULEVARD
KANSAS CITY, MISSOURI 64108
816-471-2330

**SOUTH KANSAS CITY/
SOUTHERN JACKSON COUNTY**
6801-A LONGVIEW ROAD
KANSAS CITY, MISSOURI 64134
816-966-0289

**INDEPENDENCE/
EASTERN JACKSON COUNTY**
15301 EAST 23RD STREET
INDEPENDENCE, MISSOURI 64055
816-325-5890

CLAY COUNTY
NORTHLAND HUMAN SERVICES CENTER
3100 NORTHEAST 83RD STREET, SUITE 2100
KANSAS CITY, MISSOURI 64119
816-468-8767

PLATTE COUNTY
PLATTE COUNTY RESOURCE CENTER
11724 NORTHWEST PLAZA CIRCLE, SUITE 500
KANSAS CITY, MISSOURI 64153
816-464-4620 | 816-464-4612

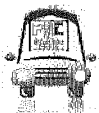
YOUNG ADULTS CAREER CONNECTIONS CENTER (YAC³)
1720 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108
816-471-2330

RAY COUNTY
103 EAST NORTH MAIN STREET
RICHMOND, MISSOURI 64085
816-776-3920

CASS COUNTY [SERVICE PROVIDER]
**WEST CENTRAL MISSOURI COMMUNITY
ACTION AGENCY**
109 CONGRESS STREET
BELTON, MISSOURI 64012
816-318-3922

**WEST CENTRAL MISSOURI COMMUNITY
ACTION AGENCY**
200 OAKLAND STREET
HARRISONVILLE, MISSOURI 64701
816-380-6690

TDD/TYY: 816-283-8439



NEED A RIDE?

If you are a Missouri resident, you may be eligible to receive transportation services that will help you get to-and-from job training and work.

FOR MORE INFORMATION, CONTACT KIM GREENE AT
816-471-2330 EXT. 207 OR KGREENE@FECKC.ORG

In partnership with the Mid-American Regional Council and the Kansas City Area Transportation Authority.



REGISTER ONLINE AT
WWW.MISSOURICAREERSOURCE.COM
WWW.FECKC.ORG



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and learn more about the benefits of
becoming a Member.

HEALTHCARE JOB TRAINING AVAILABLE FOR RESIDENTS OF CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES. THE FULL EMPLOYMENT COUNCIL, INC. IS THE ONE-STOP OPERATOR AND FISCAL AGENT OF THE MISSOURI CAREER CENTER

TO LEARN MORE ABOUT HEALTHCARE TRAINING PROGRAMS

CALL 816-471-2330

ASK FOR: TINA DUNN | DOVUSHER BUCKLES | JUDITH SIMMONS | STEPHANIE BELL



NEED A RIDE?

If you are a Missouri resident, you may be eligible to receive transportation services that will help you get to-and-from job training and work.

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816-471-2330 EXT. 207 OR KGREENE@FECKC.ORG

In partnership with the Mid-American Regional Council and the Kansas City Area Transportation Authority.



MISSOURI: TDD/TTY: 816-283-8439
WWW.FECKC.ORG | WWW.MISSOURICAREERSOURCE.COM



MISSOURI
CareerCenter

The Full Employment Council, Inc. is an Equal Opportunity and E-Verify employer. Equal Opportunity and E-Verify program. Auxiliary aids and services are available upon request to individuals with disabilities.

HEALTHCARE JOB TRAINING PROGRAM 21ST CENTURY HEALTHCARE

HEALTHCARE JOB TRAINING PROGRAM 21ST CENTURY HEALTHCARE

HEALTHCARE CAREER EXPLORATION WORKSHOPS

3 P.M., EVERY TUESDAY

NORTH

CLAY COUNTY | PLATTE COUNTY
RAY COUNTY | JACKSON COUNTY
MISSOURI CAREER CENTER
NORTHLAND HUMAN SERVICES CENTER
3100 NORTHEAST 83RD STREET, SUITE 2100
KANSAS CITY, MISSOURI 64119
816-468-8767

SOUTH

CASS COUNTY | JACKSON COUNTY
MISSOURI CAREER CENTER
6801-A LONGVIEW ROAD
KANSAS CITY, MISSOURI 64134
816-966-0289

3 P.M., EVERY WEDNESDAY 3 P.M., EVERY THURSDAY

INDEPENDENCE

EASTERN JACKSON COUNTY
MISSOURI CAREER CENTER
15301 E. 23RD ST.
INDEPENDENCE, MO 64055
816-325-5890

CENTRAL

JACKSON COUNTY
MISSOURI CAREER CENTER
1740 PASEO BOULEVARD
KANSAS CITY, MISSOURI 64108
816-471-2330

TO LEARN MORE ABOUT HEALTHCARE TRAINING PROGRAMS DOROTHY BROWNING

816-471-2330, ext. 294 | dbrowning@feckc.org
21stCenturyHC@feckc.org



MISSOURI
CareerCenter

Program funding has been made possible through the
U.S. Department of Health & Human Services.



www.hhs.gov

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MISSOURI: TDD/TYY: 816-283-8439
WWW.FECKC.ORG
WWW.MISSOURICAREERSOURCE.COM
WWW.WORKFORCETPARTNERSHIP.COM



NEED A RIDE?

If you are a Missouri resident, you may be eligible
to receive transportation services that will help you
get to-and-from job training and work.

FOR MORE INFORMATION, CONTACT KIM GREENE AT
816-471-2330 EXT. 207 OR KGREENE@FECKC.ORG

In partnership with the Mid-American Regional Council and the Kansas City Area Transportation Authority.

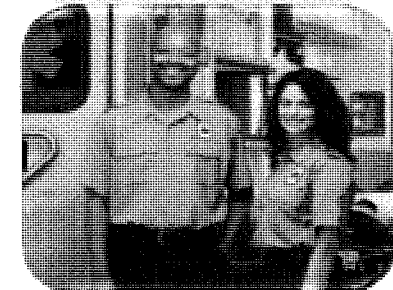
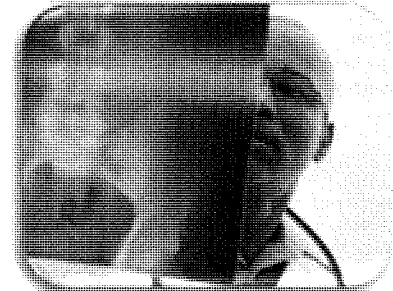


WWW.FECKC.ORG
WWW.MISSOURICAREERSOURCE.COM



CLASSROOM TRAINING GRANTS AVAILABLE IN THE FOLLOWING AREAS:

- Long-term Care ■ Ambulatory Care
- Acute Care ■ Healthcare Information Technology



Program Partners



Health Care Foundation
OF GREATER KANSAS CITY

In Collaboration With
KANSAS CITY & VICINITY
Workforce Investment Board
EASTERN JACKSON COUNTY
Workforce Investment Board



816-471-2330 | E-MAIL 21stCenturyHC@FECKC.ORG
WWW.FECKC.ORG | WWW.MISSOURICAREERSOURCE.COM

GKC HHIT

GREATER KANSAS CITY HEALTHCARE AND
HEALTHCARE INFORMATION TECHNOLOGY

GKC HHIT

GREATER KANSAS CITY HEALTHCARE AND
HEALTHCARE INFORMATION TECHNOLOGY

MISSOURI CAREER CENTERS

CENTRAL KANSAS CITY

1740 PASEO BOULEVARD

KANSAS CITY, MISSOURI 64108

DOVUSHER BUCKLES

816-471-2330, EXT. 305 | dbuckles@feckc.org

JUDITH SIMMONS

816-471-2330, EXT. 206 | jsimmons@feckc.org

SOUTHERN JACKSON COUNTY

6801-A LONGVIEW ROAD

KANSAS CITY, MISSOURI 64134

816-966-0289

NOTE: ALSO SERVING CASS COUNTY RESIDENTS

EASTERN JACKSON COUNTY

15301 EAST 23RD STREET

INDEPENDENCE, MISSOURI 64055

816-325-5890

CLAY COUNTY | PLATTE COUNTY | RAY COUNTY

NORTHLAND HUMAN SERVICES CENTER

3100 NORTHEAST 83RD STREET, SUITE 2100

KANSAS CITY, MISSOURI 64119

816-468-8767

KANSAS WORKFORCE PARTNERSHIP

CALL 913-577-5900

WWW.WORKFORCEPARTNERSHIP.COM

UNEMPLOYED APPLICANTS MUST LIVE IN JOHNSON, WYANDOTTE OR LEAVENWORTH COUNTY
EO and E-Verify Program. Auxiliary aids and services are upon request to individuals with disabilities.



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816-471-2330 EXT. 207 OR KGREENE@FECKC.ORG

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Program funding has been made possible through the American Recovery and Reinvestment Act of 2009.

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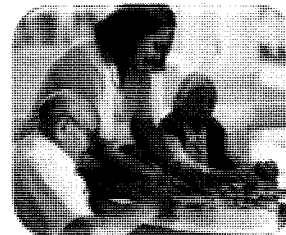
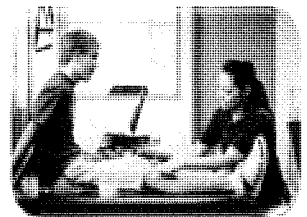
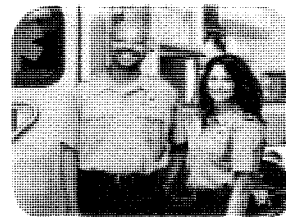
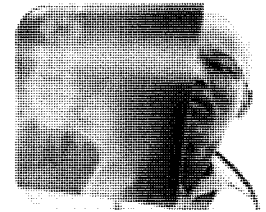
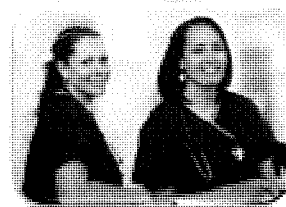


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HEALTHCARE JOB TRAINING PROGRAM

NO INCOME REQUIREMENTS | MUST BE UNEMPLOYED | MORE DETAILS INSIDE

- Acute Healthcare
- Long-Term Healthcare
- Healthcare Information Technology



Program Partners



In Collaboration With
KANSAS CITY & VICINITY
Workforce *investment* Board
EASTERN JACKSON COUNTY
Workforce *investment* Board



green job training

gain green experience get green-certified



about the program...

Targeted classroom and on-the-job training opportunities designed to provide you with the tools you need to gain employment in a green collar growth occupation.

program requirements

- ▶ Resident of Jackson County, Missouri
- ▶ Unemployed or underemployed
- ▶ Economically disadvantaged
- ▶ Veterans
- ▶ Individuals with disabilities
- ▶ Laid-off or displaced workers
- ▶ Young adults (18 to 24)
- ▶ Seniors/Aging Workforce
- ▶ Previously incarcerated/re-entry program
- ▶ Missouri Work Assistance (MWA) recipients
- ▶ Individuals upgrading their careers in energy efficiency and/or renewable energy

targeted occupations*

- ▶ Construction/Weatherization
- ▶ Heating, Air Conditioning, Refrigeration Mechanics/Installers
- ▶ Maintenance and Repair Workers
- ▶ Business Operations Specialists/ Energy Auditors
- ▶ And many more program-approved areas of training!

* The program will target green increased demand and green enhanced skill occupations identified from the O*Net report for the Kansas City, Missouri region.

green jobs training workshop

3 P.M., EVERY WEDNESDAY

MISSOURI CAREER CENTER
Full Employment Council, Inc.

1740 PASEO BOULEVARD
KANSAS CITY, MISSOURI 64108

816-471-2330 PHONE

NOT A MEMBER OF THE CAREER CENTER?
Attend the 15-minute Career Center *Overview*, held daily at all locations.



MISSOURI
CareerCenter



green
impact zone
of MISSOURI

for more information...

GERARD CLEMONS
816-471-2330 EXT. 425 PHONE
gclemmons@feckc.org E-MAIL



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WWW.DOL.GOV

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Job Access Reverse Commute Program
2011 Funding

Sustainability and Project Financing
Sections 2.2

Full Employment Council
Career Transit Program

Budget

Attachment 1

JOB ACCESS PARTNERSHIP

BUDGET CATEGORY	Year 1		Year 2		Year 3	
	Federal	Match	Federal	Match	Federal	Match
Personnel Expenses						
Salaries						
Project Coordinator 50%		20,000.00		20,600.00	0.00	21,218.00
Career Development Executive		33,500.00		33,500.00	0.00	35,540.15
Workforce Development Executive	37,500.00		38,625.00		0.00	39,783.75
Outreach Specialist	31,500.00		32,445.00		0.00	33,418.35
Total Salaries	69,000.00	53,500.00	71,070.00	55,105.00	0.00	129,960.25
Fringe Benefit & Taxes (33%)	22,770.00	17,655.00	23,453.10	18,184.65	0.00	42,886.88
Personnel Expenses Sub Total	91,770.00	71,155.00	94,523.10	73,289.65	0.00	172,847.13
Marketing / Advertising						
Travel-Within Project Area (\$250/mth*2X12)	6,000.00		6,000.00		0.00	6,000.00
Advertising Media	6,745.00		5,058.75		0.00	6,745.00
Communications-phone 2*80	1,920.00		1,920.00		0.00	1,920.00
Office Supplies \$250/month	3,000.00		3,000.00		0.00	3,000.00
Printing/Postage for Outreach/Marketing f	3,500.00	3,500.00	3,500.00	3,500.00	0.00	7,000.00
Marketing/Advertising Sub Total	21,165.00	3,500.00	19,478.75	3,500.00	0.00	24,665.00
Total Budget	\$ 112,935.00	\$ 74,655.00	\$ 114,001.85	\$ 76,789.65	\$ -	\$ 197,512.13
		66%		67%		
		\$ 187,590.00		\$ 187,590.00		