

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made and entered into on this 29 day of May, 2026, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government and political subdivision of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "**LFUCG**"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and the **TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY**, (hereinafter "**LEXTRAN**"), whose mailing address is 200 West Loudon, Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, LEXTRAN has proposed the introduction of a Microtransit Pilot Project ("Microtransit Pilot Project") as an on-demand, flexible transportation service designed to supplement LEXTRAN's fixed-route bus and paratransit network and to enhance mobility, connectivity, and economic activity in and near areas where traditional bus service is less effective through demand-responsive trips within a defined zone; and

WHEREAS, in recognition of the public purposes promoted by the Microtransit Pilot Project in promoting public transit, improving mobility in areas where traditional bus service is less effective, strengthening first-mile and last-mile transportation connections, providing service to lower-density neighborhoods, and filling key transportation gaps for Lexington-Fayette County residents with limited transportation options, LFUCG has agreed to contribute \$725,000.00 in local funding for operational costs associated with the Microtransit Pilot Project; and

WHEREAS, LFUCG and LEXTRAN agree to collaborate with the implementation of the Microtransit Pilot Project; and

WHEREAS, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Microtransit Pilot Project and wish to memorialize their understandings into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence as of the date set forth hereinabove and continue through December 31, 2027 or until all LFUCG funding for the Microtransit Pilot is exhausted, unless terminated by LFUCG at an earlier time.

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Scope of Work and Funding Plan
- b. Exhibit "B" – LEXTRAN Microtransit RFP

To the extent that there is conflict between or among these documents, the terms and provisions of this Agreement shall prevail, followed by Exhibit "A", then Exhibit "B."

3. RIGHTS AND OBLIGATIONS OF LFUCG.

- a. **PAYMENT.** LFUCG shall pay LEXTRAN a total amount not to exceed Seven Hundred and Twenty-Five Thousand Dollars (\$725,000.00) ("Funds"), representing its share of the operational costs of the Microtransit Pilot Project for the term of this Agreement. The Funds are limited to the costs of operations as set forth herein and as further outlined in the attached Exhibit "A" – Scope of Work and Funding Plan and may not be spent by LEXTRAN for any other purpose without the prior written consent of LFUCG.
- b. **TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing LEXTRAN with at least thirty (30) days advance written notice. In that event, LEXTRAN shall immediately repay to LFUCG all monies received from LFUCG pursuant to this Agreement less any amount representing just and equitable compensation for LEXTRAN's share of any satisfactory work completed pursuant to the Agreement, calculated on a reasonable basis. Additionally, this Agreement is contingent upon an agreement by LEXTRAN to pursue additional funding to support the Microtransit Pilot Project; if funding for the Project becomes unavailable for any reason, now or in the future, any termination or amendment of the Agreement because of such interruption in funding shall not constitute a default or breach and shall not give rise to any claim against LFUCG.
- c. **MONITORING.** LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by LEXTRAN. LFUCG, its agents, and its employees shall have, at all times, unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of LEXTRAN or to constitute LEXTRAN as an agent of LFUCG.
- d. **NON-APPROPRIATIONS.** LEXTRAN acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that any necessary funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to LEXTRAN. LFUCG shall exercise any application of this provision in good faith.

4. RIGHTS AND OBLIGATIONS OF LEXTRAN.

- a. LEXTRAN shall perform the Microtransit Pilot Project as outlined in the attached Exhibit "A" – Scope of Work and Funding Plan in a timely and professional manner. LEXTRAN shall use all sums paid to LEXTRAN by LFUCG under this Agreement to fulfill the activities and services referenced herein and for no other purposes. LEXTRAN agrees to internalize as many cost components of the Microtransit Pilot Project as possible, including but not limited to the provision of a qualified vendor to manage the day-to-day operations of the Microtransit Pilot Project, the provision of service vehicles and maintenance, the provision of fuel, secured parking, branding, and administrative overhead (e.g., program oversight, procurement, marketing), so that LFUCG's financial support can be directed to operations. LEXTRAN also agrees to seek additional funding from alternative funding sources in order to continue to

provide microtransit services, both as part of the Microtransit Pilot Project as outlined in the attached Exhibit A and in support of the possible continuation of LEXTRAN microtransit services beyond the Microtransit Pilot Project.

- b. **COMPLIANCE WITH LAWS.** LEXTRAN shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein.
- c. **REPORTING.** LEXTRAN shall provide LFUCG with timely reports and updates related to the provision of the Microtransit Pilot Project set forth herein, in the form and manner reasonably specified by LFUCG. At minimum, LEXTRAN shall make, upon LFUCG's request, one (1) mid-project presentation to the Council to provide an update on funding and project status, and at the conclusion of the Project or upon the exhaustion of funding for the Project, one (1) presentation to the Mayor and Council detailing the status and progress of the Microtransit Pilot Project and provide such other information as the Mayor or Council may request relating to the Microtransit Pilot Project. LFUCG reserves the right to request such other additional reports and/or presentations to the Mayor or Council as LFUCG deems appropriate for the administration of this Pilot Project, and LEXTRAN agrees to timely provide such other additional reports and/or presentations as requested by LFUCG.
- d. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** LEXTRAN agrees to require that any qualified vendor providing management over the day-to-day operations of the Microtransit Pilot Program be lawfully registered to do business in the Commonwealth of Kentucky and Lexington-Fayette County at all times. LFUCG may request proof that said vendor has timely filed federal, state, or local tax forms which shall be provided on a timely basis. LEXTRAN represents that the person signing this Agreement is fully authorized to do so and agrees that LEXTRAN shall remain in compliance with all federal, state, and local law governing its operations for the duration of this Agreement. LFUCG may request, at any time, proof that LEXTRAN is compliant with all federal, state, and local requirements governing the Microtransit Pilot Project.
- e. **INDEMNITY.** To the extent permitted by law, LEXTRAN agrees to defend, indemnify, and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by LEXTRAN's performance of, or breach of this Agreement and/or the provision of goods or services thereunder, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors, or omissions or willful misconduct of LEXTRAN or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. LEXTRAN's obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at LEXTRAN's expense, using attorneys approved in writing by the LFUCG, which

approval shall not be unreasonably withheld. LEXTRAN's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of LEXTRAN and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG. This indemnity agreement shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. LEXTRAN understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend LEXTRAN in any manner.

- f. **INSURANCE.** LEXTRAN shall procure and maintain for the duration of this Agreement insurance coverages or provide self-insurance in at least the following amounts. Evidence of such coverage shall be made available to LFUCG upon request.

General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable); Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); Employer's Liability (\$1 million); Excess/Umbrella Liability (\$1 million per occurrence). LFUCG shall be named as an additional insured on any General Liability Policy or applicable policy of self-insurance. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The General Liability Policy shall also include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

- g. **RECORDS.** LEXTRAN shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by LEXTRAN and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of LEXTRAN related to this Agreement and shall be made available to LFUCG upon request. The books of accounts shall be maintained at the principal place of business of LEXTRAN. LFUCG shall have free and complete access to the books, papers, and affairs of LEXTRAN relating to the funds provided hereunder at all reasonable times. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by LEXTRAN and submitted to LFUCG under this Agreement. LEXTRAN understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to assist with such a request.
- h. **ANNUAL AUDIT.** LEXTRAN shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at LEXTRAN's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulation. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the

audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

- i. **EQUAL OPPORTUNITY.** LEXTRAN shall provide equal opportunity in employment for all qualified persons and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This assurance of equal employment opportunity shall apply to every aspect of its employment policies and practices. Subject to compliance with applicable federal laws and mandates, LEXTRAN agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
- j. **SEXUAL HARASSMENT.** LEXTRAN shall adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where LEXTRAN conducts business. The policy shall be made available to LFUCG upon request.

5. MISCELLANEOUS TERMS AND CONDITIONS.

- a. LEXTRAN and LFUCG each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- b. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held, or become in any way or for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- c. **NO ASSIGNMENT.** LEXTRAN may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
- d. **NO THIRD-PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either LEXTRAN or LFUCG.
- e. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
- f. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. LEXTRAN acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor or their designee.

- g. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
- h. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

If to LEXTRAN:

Transit Authority of
Lexington-Fayette County
Attn: General Manager
200 West Loudon Avenue
Lexington, Kentucky 40508

If to LFUCG:

Lexington-Fayette Urban County Government
Attn: Chief Administrative Officer
Government Center
200 East Main Street
Lexington, Kentucky 40507

- i. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not incorporated by reference herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

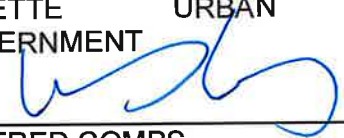
Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Markenzie Stock
Clerk of the Urban County Council

Deputy

TRANSIT AUTHORITY OF LEXINGTON-
FAYETTE URBAN COUNTY
GOVERNMENT

BY: 

FRED COMBS
GENERAL MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Memorandum of Understanding was subscribed, sworn to and acknowledged before me by Fred Combs, as General Manager of the Transit Authority of Lexington-Fayette Urban County Government, on this the 20th day of May, 2026.

My commission expires: 11/08/2029


NOTARY PUBLIC



EXHIBIT “A”

Pilot Project: Microtransit Scope of Work and Funding Plan

Using funds allocated by the Urban County Council, the Lexington-Fayette Urban County Government (“LFUCG”) is contracting with the Transit Authority of Lexington-Fayette Urban County Government (“Lextran”) to provide funding for the provision of microtransit services in Lexington-Fayette County as a pilot project. LFUCG has allocated \$725,000 in program funds for the Lextran Microtransit Pilot Project in Lexington-Fayette County. Lextran agrees to utilize all program funds provided by LFUCG to provide transportation services within Lexington-Fayette County as set forth herein.

PROJECT OVERVIEW

The Lextran Microtransit Pilot Project is an on demand, flexible transportation service designed to supplement the fixed route bus and paratransit network. The pilot project will improve mobility in areas where traditional bus service is less effective by providing demand responsive trips within a defined service zone, strengthening first mile/last mile connections, serving lower density neighborhoods, and filling key gaps for residents with limited transportation options.

A feasibility study conducted by Lextran provides a financial baseline for a one-year microtransit pilot project. The estimated total cost of the microtransit pilot project is approximately \$738,000. Funding that has been provided by LFUCG for the Lextran Microtransit Pilot Project will be fully utilized for operational costs associated with the project to the point of exhaustion, with Lextran internalizing as many operational and administrative cost components as possible to maximize the direct provision of services to residents of Lexington-Fayette County using LFUCG’s funding allocation.

Lextran shall provide a dedicated Mobility Manager to oversee day-to-day operations and non-core mobility programs, including microtransit service. Additionally, Lextran issued a Request for Proposals (RFP) for a vendor to provide day-to-day management and operational administration of the Lextran Microtransit Pilot Project and, pursuant thereto, Lextran has contracted with Tidewater Transit LLC to manage day-to-day operations for the Lextran Microtransit Pilot Project, including hiring, training, and retaining a sufficient number of staff to fulfill service requirements. Tidewater Transit LLC will provide a Project Manager, who will be responsible for overseeing, managing, and reporting regarding all aspects of the project, including operations, employee support, and customer service. Tidewater Transit LLC will also pursue additional external funding opportunities to support the continuation or expansion of microtransit service beyond the pilot.

ROLES & RESPONSIBILITIES

Lextran will serve as the contracting lead, providing oversight through the Mobility Manager and administering branding, procurement, invoicing, and reporting. Lextran shall apply LFUCG funds directly to operations to the maximum extent possible. Lextran will cover administrative costs required to complete the pilot and is prepared to provide in-kind resources (e.g., vehicles, maintenance, fuel, secured parking, branding, and vehicle insurance) at no cost to Tidewater Transit LLC.

Under contract with Lextran, Tidewater Transit LLC will deliver end-to-end microtransit operations, including but not limited to drivers, dispatch, on-street supervision, customer service, and the technology platform, compliant with all applicable requirements regarding safety, training, the Americans with Disabilities Act, data-reporting, and Lextran customer-facing standards.

LFUCG is providing funding to Lextran for the Microtransit Pilot Project pursuant to the agreement between LFUCG and Lextran. LFUCG has no contractual relationship with Tidewater Transit LLC, and the Agreement does not create any right of action in favor of Tidewater Transit LLC against LFUCG. To the extent permitted by law, Lextran shall defend, indemnify, and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, losses and claims that are in any way incidental to, connected with, or that arise or allege to have arisen from the Lextran Microtransit Pilot Project, expressly including but not limited to any and all liability, damages, losses, or claims made by or against Tidewater Transit LLC, related to the performance of services relating thereto. Lextran's obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Lextran's expense. LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend Lextran in any manner.

SCOPE OF SERVICES & DELIVERABLES

Contract Scope

LFUCG's agreement for funding shall continue through December 31, 2027 or until all LFUCG funding for the Microtransit Pilot is exhausted, unless terminated by LFUCG at an earlier time. Lextran anticipates that microtransit service will launch during the second quarter of FY2027 (October - December).

Microtransit Service Parameters

Lextran plans to operate the microtransit service from 6:00am–8:00pm daily, including weekends and holidays, within Zone 1 – Northwest (9.9 square miles), as identified in the feasibility study for its balanced residential, employment, and paratransit demand. A copy

of the map of the designated microtransit service zone is attached hereto and is incorporated herein by reference.

Service will be curb-to-curb within the established zone under an anywhere-to-anywhere model. The anywhere-to-anywhere model will allow riders to request trips between any two (2) points within the defined service zone, but the entire trip shall remain within the designated service zone. The service will support shared rides and transfers to fixed route service, target predictable wait times (about 20 minutes on average), and allow booking by mobile app, web, or phone. Tidewater Transit LLC's technology platform and fare collection approach shall support the issuance and validation of transfers.

Fares will align with Lextran's system-wide policy – a flat fare per one-way trip with free transfers between microtransit service and fixed route bus service (and vice versa), using Lextran's standard transfer time window. Adjustments to microtransit service fares, discounts, and transfer rules may be adjusted by Lextran in writing to meet program goals and budgetary constraints, to increase project efficiency, and to improve project outcomes; provided, however, that Lextran shall provide LFUCG with written notice of any proposed adjustments to microtransit services not less than thirty (30) days prior to such adjustments becoming effective. By agreement with Lextran, Tidewater Transit LLC will either provide a compliant fleet or opt to use Lextran's accessible Ford Transit vehicles. In all cases, the fleet must be service ready and staffed daily, properly inspected, maintained, and cleaned, and shall meet ADA requirements at all times.

Services provided as part of the Lextran Microtransit Pilot Project, including, but not limited to, zone size, service hours, maximum trip wait time, and minimum fleet requirements may be adjusted in coordination with Tidewater Transit LLC as needed to meet program goals and budgetary constraints, to increase project efficiency, or to improve project outcomes; provided, however, that Lextran shall provide LFUCG with written notice of any proposed adjustments not less than thirty (30) days prior to such adjustments becoming effective.

Roles and Responsibilities

Lextran will provide vehicle branding and fuel (via fuel cards), while Tidewater Transit LLC will supply and maintain all onboard technology and integrations (e.g. booking, dispatch, routing, fare payment). By agreement with Lextran, Tidewater Transit LLC shall staff, train, and supervise operations, ensure licensing and safety requirements (including ADA and customer service training), provide continuous operational supervision, and assign a project manager to coordinate with Lextran.

Funding Plan & Financial Commitments

Lextran will internalize as many cost components as possible, including the provision of service vehicles and maintenance, fuel, secured parking, and branding in an effort to reduce vendor costs. Lextran is committed to using as much of the LFUCG's financial

support for the operations as possible, with Lextran assuming responsibility for additional administrative overhead costs (e.g. program oversight, procurement, marketing).

Fares

Fares will align with Lextran's system-wide policy for fixed route bus service – a flat fare per one-way trip with free transfers provided between microtransit service and fixed route bus service (and vice versa), using Lextran's standard transfer time window.

Recordkeeping and Reporting

In providing these services, Lextran shall maintain records of the following information:

- Number of trips completed, cancelled, customer no-shows, missed or excessively late trips, and trip denials
- On-time performance and wait times
- Vehicle assignments and availability, and if Lextran provides vehicles, all pre-trip checklists and DVIR documents
- Vehicle revenue miles and hours
- Passenger trips by rider type
- National Transit Database (NTD) required reports
- Demand summaries (origin/destination/time of use, boardings per revenue hour)
- Booking abandonment rates
- Incidents, accidents, and complaints
- Road calls, vehicle maintenance
- Ridership trends and analyses (including demographic data, if available)
- Recommendations for service adjustments
- Technology performance summaries
- Call-center performance summaries
- Records documenting exploration of alternative funding sources

This information shall be summarized in reports made to LFUCG required by the Agreement, in the form and manner specified by LFUCG, and such information shall otherwise be timely made available to LFUCG upon request, in the form and manner specified by LFUCG.

Lextran shall, upon LFUCG's request, present a mid-project evaluation to Council, including a funding update and a recommendation for program continuation beyond the pilot project. At the conclusion of this pilot project, or upon exhaustion of all funding for the pilot project, Lextran shall, upon LFUCG's request, make one (1) presentation to the Mayor and Council detailing the status and results of the pilot project and provide such other information as the Mayor or Council may request regarding the pilot project. The presentation to be made to the Mayor and Council at the conclusion of the Microtransit Pilot Project shall include information regarding the availability of alternative funding sources to continue Lextran microtransit services, including a summary of efforts made to secure additional funding and possible alternative funding sources.

LFUCG reserves the right to request such additional reports and/or presentations to the Mayor or Council as LFUCG deems appropriate for the administration of the Lextran Microtransit Pilot Project, and Lextran agrees to timely provide such other additional reports and/or presentations as requested by LFUCG. Upon reasonable demand, Lextran shall make available to LFUCG any and all records related to this agreement as are necessary to support its performance of the services for a period of at least five (5) years following expiration or termination of the agreement or as otherwise required depending upon the source of funds.

Compliance Requirements

Lextran shall, at all times during the pendency of the Agreement, and shall require Tidewater Transit LLC to, at all times during the pendency of the Agreement, comply with all federal, state and local statutory, regulatory, and organizational requirements, including but not limited to the Americans with Disabilities Act, Federal Transit Administration Drug and Alcohol requirements, Title VI requirements, Title VII requirements, Limited English Proficiency requirements, and all other federal and state laws.

Audits

Lextran shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Lextran's expense, who shall express an opinion as to whether or not expenditures have conformed to state and local law and regulation. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.