



# City of Grand Island

Tuesday, May 28, 2019

Council Session

## Item G-7

**#2019-178 - Approving Section 5339 Capital Grant Application  
and Agreement for the Transit Division of the Public Works  
Department**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Charley Falmlen, Transit Program Manager

**Meeting:** May 28, 2019

**Subject:** Approving Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Commencing July 1, 2016 public transportation services were led by the City of Grand Island utilizing urban transportation funds from the Federal Transit Administration, and with Hall County participating by utilizing State of Nebraska Rural Transportation funds.

## **Discussion**

The City and State of Nebraska desire to secure and utilize grant funds for the transportation needs of senior and individuals with disabilities participating in the use of the public transit services throughout the City and Hall County.

The request at this time is to purchase two (2) Small Bus- Ford chassis to be used within the public transit service provided through the City and Hall County. Section 5339 Capital Grant Application and agreement will provide for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City. The application and agreement are attached for review.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Section 5339 Capital Grant Application and agreement for the Transit Division of the Public Works Department.

## **Sample Motion**

Move to approve the Application.

# Section 5339 Capital Grant Application

FY-2019

☐ Private Non-Profit Organization

☒ Governmental Entity

## General Information

Legal Name of Applicant Organization: City of Grand Island		
Data Universal Numbering System: (DUNS): 040919607		
Address (include City, State, and Zip Code): 100 East 1 <sup>st</sup> Street, Grand Island, Nebraska 68801		
Name of Project Director or Supervisor: John Collins	Phone No.: 308-389-0260	Email Address: johnc@grand-island.com
Name of Person Preparing this Application: Charley Falmlen	Phone No.: 308-646-6571	Email Address: charleyf@grand-island.com
Services Generally Provided by Applicant: Public Transportation		

## Demographics

Ethnicity of Clientele	Service Area Population	Percent of Total Service Area Population
Black or African American	1023	2%
Hispanic or Latino	13653	23%
Native Hawaiian or other Pacific Islander	112	1%
Asian	607	1%
Native American or Alaska Native	529	1%
Non-Minority	34760	59%
Total	50684	87%

Age Groups Served	Service Area Population	Percent
Under 5 years of age	4609	7%
5 to 19 years of age	13542	23%
20 to 44 years of age	19519	32%
45 to 59 years of age	11678	19%
60 to 74 years of age	7897	13%
Over 75 years of age	3988	6%
Total	61233	100%

## Transportation Project

Identify the Geographical Areas to be Served: (Towns, Counties) Hall County, Nebraska		
Intended Use: (Check one) <input checked="" type="checkbox"/> Replace Existing Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Start New Service <input type="checkbox"/> Enhance Existing Service		
Specific by Clientele Category: (the number of individuals that will be transported with the requested vehicle(s))		
Elderly:		
Mental Disability:		
Physical Disability (requiring wheelchair lift or ramp):		
Other: (specify i.e. visually impaired, etc.)		
Total Number of Clientele:		1,170

Revised April 2019

## Capital Assistance

### Vehicle(s) Requested

Prioritize Vehicle(s) Requested (1, 2, 3)	No. of Units	Vehicle	Vehicle Cost	Total Cost
1	2	Small Bus	\$60,000	\$ 120,000.00
		Seven-Passenger Van *	\$23,000	\$
		Twelve-Passenger Van *	\$30,000	\$
		Lowered Floor Minivan	\$38,000	\$
* Requires Certification of Equivalent Service				
<b>Total Costs:</b>				<b>\$ 120,000</b>
<b>Total Federal Funds requested (80% of total costs)</b>				<b>\$ 96,000.00</b>
<b>Local Share (20% difference between Federal funds requested and total costs)</b>				<b>\$ 24,000.00</b>

Number of passenger boardings last year for vehicle(s) being replaced:

5461

Projected number of passenger boardings for vehicle(s) requested (*per year*):

6000

Projected number of days per month the new vehicle(s) will be used:

22

### Maintenance of Vehicles

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the **vehicle manufacturer's recommended maintenance schedule**. Applicants must verify by certifying below.

### Maintenance Certification

\_\_\_\_\_  
City of Grand Island certifies that vehicles purchased under Section 5339 will be maintained in accordance with detailed maintenance and inspection schedule provided by the manufacturer.

Roger G. Steele

(Printed Name of Person Signing)

Mayor

(Title)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

## Vehicle Being Replaced

This vehicle will be taken out of regular service (*can be used as backup*).

Year of Vehicle Being Replaced: 2008

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles)

Make: Chevrolet

Model: Express Cutaway

Vehicle Identification No.: 1GBJG31K181184974

Mileage: 171,280

Vehicle Condition: Acceptable

Identify which vehicle requested will replace the vehicle listed above.

☒ Small bus    ☐ Seven-passenger van    ☐ Twelve-passenger van    ☐ Lowered floor minivan

## Technology Requested (*For example – mobile data terminals for dispatching and communication*)

	Unit Cost	No. of Units	Cost
Type of technology requested:			\$
Type of technology requested:			\$
Type of technology requested:			\$
Total Cost:			\$
Total Federal Funds Requested (80% of total cost)			\$
Local Share (20% difference between Federal funds requested and total costs)			\$

If you have requested more than one funding type (*vehicle purchase or technology*, please rank in order of importance to your organization (*1-3 with 1 being the most important*).

☐ Vehicle Purchase    ☐ Technology

## Local Match:

Specify the source of local match:

The City of Grand Island's General Fund has budgeted the match for this vehicle purchase, and that funding has been transferred into the City's Transit Fund, where it is awaiting use.

## Project Justification

### A. Describe benefits to be derived from the project to the elderly or disabled user:

While the City of Grand Island, and its Transit Provider do not currently track actual usage of Public Transit by the elderly or disabled, a good portion of the daily ridership is comprised of elderly and disabled passengers.

Many of the public transit passengers in Hall County are dependent on the service for transportation to work, medical appointments, and shopping. The benefit to be derived from the project to the elderly and disabled user is the ability to complete these necessary tasks.

### B. Identify shortcomings of existing services and how your project will overcome them:

The space on Page 3 above, only allows for the description of one vehicle. However, the two vehicles being purchased will replace two vehicles, a 2008 Chevrolet Express Cutaway (described above.) and a 2009 Chevrolet Express Cutaway, VIN Number of 1GBJ31K59110920, mileage of 177,143, and acceptable condition. Both vehicles will be retained and used as a Contingency Fleet.

In accordance with the State of Nebraska's Transit Asset Management Plan, both of these vehicles are past their use guidelines. Repair costs are increasing as the 2009 Chevrolet has been having issues with the roof covering, and various points of interior leaking.

Grand Island and Hall County's population continues to grow at a steady rate, and the need for public transportation has increased right alongside the population growth. The addition of these two new small buses, will allow for increased ridership, reduced downtime, and the creation of a Contingency Fleet, to be used in the event of maintenance/scheduling conflicts.

### C. Describe transportation now being provided by applicant:

The City of Grand Island partners with Hall County to provide demand-response public transportation services to the entire County. The City of Grand Island provides service to the Urbanized Area of Grand Island, while Hall County provides service for the remainder of the County. Shared use of vehicles for the provision of this service is addressed in an Interlocal Agreement, which is renewed annually.

The current service is ADA Compliant and Portal-to-Portal. A 24-hour reservation is required. A fare of \$2 is charged per one-way trip.

- D. Describe any plans to combine previously described transportation services and how this project will coordinate with existing transportation services. *(Attach purchase of service and interagency agreements, or documentation of unsuccessful coordination efforts.)*

The Grand Island Area Metropolitan Planning Organization (GIAMPO) and the City of Grand Island completed a Transit Needs Analysis in 2017. The Analysis suggested developing a new governance model to accommodate the City of Grand Island's and Hall County's mutual investment in public transit. A new governance model is yet to be developed, however, it is likely to be developed in the near future. All public transit assets of both the City and the County are addressed in an Interlocal Agreement (most recent Interlocal Agreement is attached to this application.) Any development of new governance models will address capital equipment in a manner very similar to that of the current Interlocal Agreement.

### Local Governmental Authority Certification

*(For governmental entities only)*

As the authorized representative of \_\_\_\_\_ City of Grand Island \_\_\_\_\_,  
I certify that there are no nonprofit organizations readily available in the area to provide the service as described in the 5339 application.

\_\_\_\_\_  
Roger G. Steele  
*(Printed Name of Person Signing)*

\_\_\_\_\_  
Mayor  
*(Title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

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### **COMPLETE THE APPLICATION BY SIGNING BELOW.**

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

\_\_\_\_\_  
*Applicant's Authorized Representative*

\_\_\_\_\_  
Mayor  
*Title*

\_\_\_\_\_  
*Date*

## FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES

### **FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE** (Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

#### **AFFIRMATION OF APPLICANT**

Name of the Applicant: City of Grand Island

Name and Relationship of the Authorized Representative: Roger G. Steele, Mayor

BY SIGNING BELOW, on behalf of the Applicant, I declare that is has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing **U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 CFR part 31**, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Roger G. Steele

Authorized Representative of Applicant



**FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES  
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

**Name of Applicant:** City of Grand Island

The Applicant agrees to have **read and comply** with the applicable provisions of Categories 01-18 located in the following link:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grants/grantee-resources/131551/2019-certifications-and-assurances.pdf>

Category	Description	5339	(Initial)
01.	Certifications and Assurances Required of Every Applicant	x	
02.	Tax Liability and Felony Convictions	x	
03.	Lobbying	x	
04.	Private Sector Protections (only if non-profit agency)	x	
05.	Transit Asset Management Plan	x	
06.	Rolling Stock Buy America Reviews and Bus Testing	x	
07.	Urbanized Area Formula Grants Program	n/a	
08.	Formula Grants for Rural Areas (5311 Applicants Only)	n/a	
09.	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	n/a	
10.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	n/a	
11.	Enhanced Mobility of Seniors and Individuals with Disabilities Program (5310 Applicants Only)	n/a	
12.	State of Good Repair Grants	n/a	
13.	Infrastructure Finance Programs	n/a	
14.	Alcohol and Controlled Substances Testing	x	
15.	Rail Safety Training and Oversight	n/a	
16.	Demand Response Service	n/a	
17.	Interest and Financing Costs	n/a	
18.	Construction Hiring Preferences	n/a	

## **Certification of Equivalent Service**

\_\_\_\_\_  
City of Grand Island (name of agency)

certifies that service is offered to individuals with disabilities (as defined in 49 CFR Part 37) which is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time,
2. Fares,
3. Geographic service area,
4. Hours and days of service,
5. Restrictions or priorities based on trip purpose,
6. Availability of information and reservation capability, and
7. Constraints on capacity or service availability.

Federal Transit Authority (FTA) funded entities which receive financial assistance under Section 5339 of the Federal Transit Act must file this certification with the Nebraska Department of Transportation (NDOT) Transit Section at the time of application.

**Section 5339 Subrecipients** non-ADA accessible vehicles. By returning this certification to the NDOT Local Assistance Division, the above named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities.

\_\_\_\_\_  
Roger G. Steele

(Printed Name of Authorized Official)

\_\_\_\_\_  
Mayor

(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

AGREEMENT BETWEEN THE CITY OF GRAND ISLAND AND  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO.: RPT-M401(019)

THIS AGREEMENT made and entered into by and between the State of Nebraska (hereinafter referred to as "State") acting by and through the State Department of Transportation (hereinafter referred to as "Department"), and the City of Grand Island, the eligible applicant, (hereinafter referred to as "Contractor").

WHEREAS, 49 U.S.C. Section 5339 as amended by MAP-21, provides for the purchase or replacement of buses, vans, and related equipment to local governmental authorities that operate fixed route bus service; and

WHEREAS, the Governor of the State of Nebraska in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to secure and utilize grant funds for the transportation needs of seniors and individuals with disabilities in the State of Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this agreement is to assist in the purchase of vehicles and/or related equipment (to include technology) to provide for the undertaking or expansion of transportation services to seniors and individuals with disabilities (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2. Scope of Project. The Contractor shall undertake and complete the Project as described in its Application, herewith incorporated by reference, filed with and approved by the Department and in accordance with the terms and conditions of this agreement.

Section 3. Period of Performance. The Project will commence with the signing of this document and may be terminated by either party under Sections 8 and 13 of this agreement.

Section 4. Funds. The Project funds referred to in this agreement are subject to the grants Management requirements of the Federal Transit Administration Circular FTA 5010.1D, Rev. 1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The federal share of the Project funds will be from FTA Grant NE-2016-004-01, Catalog of Federal Domestic Assistance #20.526 (Bus and Bus Facilities Formula Program).

The cost of the Project shall be in the amount indicated in the attached 5339 Capital Project Description and Budget (EXHIBIT A) and shall be borne in the manner described therein, contingent upon the availability of FTA funds. The Contractor agrees that it will provide from sources other than Federal Department of Transportation funds, an amount sufficient, together with the Federal Grant to assure full payment of the actual Project cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide and have on deposit with the Department its share of the Project costs prior to the Contractor taking possession of the Project equipment. The Contractor further agrees that no refund or reduction of the amount so provided will be made, unless there is at the same time a refund to the State of a proportional amount of the Federal Grant.

Section 5. Purchase of Project Equipment. The Contractor acknowledges that the Department shall conduct all procurements on behalf of the Contractor pursuant to state law and the applicable requirements of 49 CFR 18. The Contractor acknowledges that the Department shall certify to the FTA as to the Buy America, Bus Testing, Cargo Preference, Preaward & Post Delivery Audits, Clean Water, Energy Conservation and Clean Air Clauses.

Section 6. Title to Project Equipment. Title to Project equipment shall be in the name of the Contractor, subject to the restrictions on use and disposition of the Project equipment set forth herein.

Section 7. Encumbrance of Project Equipment. The Contractor may not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the Federal interest in any Project equipment, nor may the Contractor obligate itself, in any other manner, to any third party with respect to Project equipment or property, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department.

Section 8. Use of Project Equipment. The Project equipment shall not be altered without prior written approval by the Department. The Contractor agrees that the Project equipment shall be used for the purpose of providing transportation service to seniors and individuals with disabilities within the geographical area as described in the Project Description for the duration of its useful life. "Useful Life" shall be considered to be four (4) years or 100,000 miles and the concurrence of the Department. Project equipment shall not be used in aid of any religious sect or denomination provided, however, that such equipment may be used to transport seniors and individuals with disabilities to the church of their choice if such service is offered on a nonsectarian basis. If Project equipment is not used in this manner or is

withdrawn from transportation service, the Contractor shall immediately notify the Department. Such Project equipment will then be disposed of in a manner determined by the Department.

The Contractor will be directed to turn over such equipment to the Department so that it may either reassign the equipment to another eligible transportation provider or dispose of it as surplus property. The Department shall reimburse the Contractor from the amount recovered by the Department, on the proportional basis of the ratio of financial assistance provided under this agreement. Fair market value, if applicable, shall be determined by competent appraisal consistent with the standards of 49 CFR Part 25.103.

If at any time, the Project equipment is withdrawn from transportation service because of casualty loss, the Contractor shall immediately notify the Department. In the event of a total loss due to casualty or fire, the damage paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value and shall be remitted to the Department on a proportional basis of the ratio of financial assistance provided under this agreement.

The Contractor shall keep satisfactory records with regard to the use of the Project equipment and submit to the Department upon request such information as is required in order to assure compliance with this Section. The Contractor shall notify and receive prior approval from the Department before the Project or Project equipment is used in a manner substantially different from that described in the Project Description. The Contractor shall purchase and maintain in amount and form satisfactory to the Department such insurance or self-insurance as will be adequate to protect Project equipment from the time the Department notifies the Contractor that the equipment has been received by the Department throughout the period of required use, to include collision and comprehensive coverage, as well as liability coverage. Risk of loss shall be in the Contractor from the time the equipment shall be delivered to the Department.

The Contractor shall complete and submit Vehicle Usage Forms monthly for each vehicle acquired with 5339 funds. Failure to comply with this requirement until receiving written notice to the contrary from the Department means the Contractor will be ineligible for future funding under the 5339 program.

The Contractor shall have and maintain a scheduled vehicle maintenance program (in a format approved by the Department) for each vehicle acquired under the 5339 Program. Failure to comply with this requirement will also jeopardize funding under the 5339 Program.

The Contractor shall also submit to the Department at the end of each calendar year an annual vehicle equipment inventory indicating the mileage and condition of each 5339 vehicle.

The Contractor shall maintain the Project equipment at a high level of repair, cleanliness, safety, and mechanical soundness. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

Section 9. Misused or Damaged Property. If any damage to Project equipment results from abuse or misuse occurring with the Contractors knowledge and consent, the Contractor agrees to restore that equipment to its original condition or refund the value of the Federal interest in the damaged equipment, as the Federal Government may require.

Section 10. Contracts Under This Agreement. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the Department.

Section 11. Records and Reports. The Contractor shall undertake to have an audit performed in accordance with 2 CFR 200 if the Contractor receives more than \$750,000 in Federal Assistance in a fiscal year. A copy of this audit will be provided to the Department. The Contractor shall advise the Department regarding the progress of the Project at such times and in such a manner as the Department and FTA may require, including, but not limited to meetings and interim reports.

The Contractor shall collect and submit to the Department, at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department and FTA.

Section 12. Audit and Inspection. The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicles and equipment purchased by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles and equipment, and all relevant Project data and records. The Contractor shall also permit the above named persons to audit the books, records and accounts of the Contractor pertaining to the Project. The Contractor shall retain intact, for three years following Project closeout, all Project documents, financial records, and supporting documents.

Section 13. Termination.

(a) For Convenience. The Department may, with the concurrence of FTA, terminate the Project and cancel this agreement if both FTA and the Department agree that the continuation

of the Project would not produce beneficial results commensurate with further expenditure of funds.

(b) For Cause. The Department may, by written notice to the Contractor, terminate the Project and cancel this agreement for any of the following reasons:

(1) The Contractor discontinues or reduces the use of such vehicles or equipment for the purpose of providing transportation services to seniors and individuals with disabilities;

(2) The Contractor takes any action pertaining to this agreement without the approval of the Department and which under the procedures of this agreement would have required the approval of the Department;

(3) The commencement, prosecution or timely completion of the Project by the Contractor, for any reason, rendered improbable, impossible or illegal;

(4) The Contractor shall be in default under any provision of this agreement;

(5) The Contractor fails to have on account with the Department sufficient funds to complete, with the available Federal funds, the purchase of capital items as defined in its Project Application.

(c) Action Upon Termination. Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (a) of this Section, the Contractor agrees to dispose of the Project equipment in accordance with the procedures established by the Department in this agreement.

Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (b) of this Section, the Contractor shall immediately give possession of all Project property and equipment to the Department, which will dispose thereof and reimburse the Contractor in accord with the procedures established in this agreement.

Section 14. Contract Changes. Any proposed change in this contract shall be submitted to the State for its prior approval.

Section 15. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

Section 16. Prohibited Interest. No member, officer, or employee of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Section 17. No Obligation by the Federal Government. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written

consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Section 18. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (MA) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Said current Master Agreement is therefore included in this Agreement by reference. Contractor's failure to so comply shall constitute a material breach of this contract. A copy of the Master Agreement will be provided by the Department upon written request. The link to the Master Agreement is <http://www.fta.dot.gov/documents/21-Master.pdf>.

Section 19. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required in the current FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

Section 20. Energy Conservation Requirements.

**By signing and submitting this agreement, the prospective lower tier participant certifies that it will** comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 21. Civil Rights. The following requirements apply to this agreement:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.



(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " 42 U.S.C. 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor 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, national origin, sex, or age. Such action shall include, but not be limited to, the following, 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 addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Section 22. The Contractor shall include in all subcontracts entered into pursuant to this agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of Nebraska and the U.S. Department of Transportation.

Section 23. Federal Certifications and Assurances for FTA Assistance. The Contractor will comply with all the requirements identified in the Federal Certifications and Assurances for FTA Assistance, hereby made a part of this agreement.

Section 24. Federal Award Identification. Refer to EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Contractor this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

City of Grand Island

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

EXECUTED by the Department this \_\_\_\_ day of \_\_\_\_\_, 2019.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Ryan Huff, P.E.  
Intermodal Planning Engineer

**EXHIBIT A**

**Project Number RPT-M401(019)**

**RECIPIENT: City of Grand Island**

**VEHICLE INFORMATION**

<b>VEHICLE</b>	<b>Cost</b>	<b>Quantity</b>	<b>Total</b>
<b>Small Bus - Ford chassis</b>	\$55,398	2	\$110,796
Extension for ambulatory passenger seats	\$36	4	\$144
24" black adjustable passenger seatbelt			
			SubTotal
			\$110,940
		<b>TOTAL</b>	<b>\$110,940</b>

**FUNDING**

<b>VEHICLE</b>	<b>Cost</b>	<b>Federal Share</b>	<b>Local Share</b>	<b>Total Cost</b>
Small Bus	\$110,940	\$88,752	\$22,188	\$110,940
		Total Vehicle Cost		\$110,940
Federal 5339 Funds (80% of total cost)				\$88,752
Local contribution (20% of total cost)				\$22,188

**Total Local Share Due** **\$22,188**

RPT-M401(019)  
CN 42845C

- 1 -

**EXHIBIT B**  
**Federal Award Identification for 5339 NE-34-X006**

- i     **Subrecipient Name**  
City of Grand Island
- ii    **Subrecipient's unique entity identifier**  
040919607
- iii   **Federal Award Identification Number (FAIN):**  
NE-2016-004-00
- iv     **Federal Award Date**  
September 22, 2016
- v      **Subaward Period of Performance start and end date**  
Refer to Section 3
- vi     **Amount of Federal funds obligated by this action**  
Refer to Exhibit A
- vii    **Total amount of Federal funds obligated to the subrecipient by the pass-through entity including the current obligation.**  
Refer to Exhibit A
- viii   **Total amount of the Federal Award committed to the subrecipient by the pass-through entity.**  
Refer to Exhibit A
- ix     **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)**  
  
5339 FFY2013 Bus & Bus Facilities apportionment to use in SFYs 17-18.
- x      **Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass through entity:**  
  
United States Department of Transportation - Federal Transit Administration – Mark Bechtel
- Xi     **Catalog of Federal Domestic Assistance (CFDA) number, name, and dollar amount:**  
20.526 Bus and Bus Facilities Formula Program  
\$421,156,000

RESOLUTION 2019-178

WHEREAS, funds are available through the State of Nebraska to aid the City financially in providing public transit services; and

WHEREAS, the City and State desire to secure and utilize grant funds for the transportation needs of senior and individuals with disabilities participating in the use of the public transit services throughout the City and Hall County; and

WHEREAS, the request at this time is to purchase two (2) Small Bus- Ford chassis to be used within the public transit service provided through the City and Hall County; and

WHEREAS, Section 5339 Capital Grant Application and agreement will provide for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Section 5339 Capital Grant Application and agreement.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney