



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-11

### **#2021-144 - Approving Agreement for the Nebraska Public Transportation Assistance Program**

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

# Council Agenda Memo

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

**Meeting:** June 22, 2021

**Subject:** Approving Agreement for the Nebraska Public Transportation Assistance Program

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

## Background

On June 25, 2019 via Resolution No. 2019-197 City Council approved the agreement between the City and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services. Such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc (SCI.) in the total amount of \$697,213.17 for the period of July 1, 2019 to June 30, 2020. The City has the option to renew the agreement beyond June 30, 2022 on an annual basis for a two (2) year period, after which time proposals will be solicited. Compensation for the extended service is at the following rates, billed monthly: July 1, 2020 through June 30, 2021- \$718,129.57 annually and July 1, 2021 through June 30, 2022– \$739,673.46 annually. Service will be provided both in the City of Grand Island and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

The Federal Transit Authority's (FTA) 5307 Urbanized Area Formula Grants reimburse a portion of the City of Grand Island's contract with SCI. Additionally, 5307 Urbanized Area Formula Grants reimburse the City for a portion of the public transit project administration conducted by the Public Works Transit Division. FTA reimburses the City for capital expenses at a ratio of 80/20, and operating expenses at a ratio of 50/50.

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City in meeting the required matching funds. If awarded, these State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants.

Funds from the Nebraska Public Transportation Assistance Program are competitive, and the City must complete a new application every year. On April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval.

Last year, the City of Grand Island was awarded Nebraska Public Transportation Assistance Program funding in the amount \$187,101 for the period of July 1, 2020 to June 30, 2021.

### **Discussion**

On May 17, 2021 the Mayor signed the application requesting State funds in the amount of \$200,820.00 from the Nebraska Public Transportation Assistance Program.

Public Works Transit Division is requesting a resolution to enter into the agreement for matching funds under the Nebraska Public Transportation Assistance program in the amount of \$200,820.00.

### **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 Application for the Nebraska Public Transportation Assistance Program to aid the City in providing public transit services.

### **Sample Motion**

Move to approve the Application for the Nebraska Public Transportation Assistance Program.

# Application for the Nebraska Public Transportation Assistance Program

<b>I</b>	Project Name: <b>Public Transit - Grand Island, Nebraska</b>						
<b>II</b>	<b>SPONSORING CONTRACTOR</b>				<b>VI</b>	<b>DUNS NUMBER</b>	
Legal Name: <b>City of Grand Island</b>					47-6006205		
Address: 100 E 1 <sup>st</sup> Street PO Box 1968 Grand Island, NE 68802					<b>VIII</b>	<b>BUDGET SUMMARY</b>	
					<b>COSTS</b>		
Telephone: <b>308-385-5444</b>					<b>1</b>	Personnel <i>(Enter from Page 6)</i>	\$ 627,300.00
Executive Officer's Name: <b>Roger G. Steele</b>					<b>2</b>	Administrative <i>(Enter from Page 7)</i>	154,440.00
Title: <b>Mayor</b>					<b>3</b>	Special Services <i>(Enter from Page 7)</i>	0.00
<b>III</b>	<b>SUBCONTRACTOR (if any)</b>				<b>4</b>	Building Space and Utilities <i>(Enter from Page 8)</i>	62,500.00
Legal Name: <b>Senior Citizens Industries, Inc</b>					<b>5</b>	Fuel <i>(Enter from Page 8)</i>	78,000.00
Address: 1016 Diers Avenue Suite 119 Grand Island, NE 68803					<b>6</b>	Lubrication, Maintenance, Parts and Supplies <i>(Enter from Page 9)</i>	70,000.00
Telephone: <b>308-646-0069</b>					<b>7</b>	Other <i>(Enter from Page 9)</i>	85,400.00
Executive Officer's Name: <b>Bob McFarland</b>					<b>8</b>	<b>Total Operating Costs</b> <i>(Total of Lines 1-7 above)</i>	<b>\$ 1,077,640.00</b>
Title: <b>Executive Director</b>							
<i>(Check one below)</i>							
<input type="checkbox"/> Private for Profit <input checked="" type="checkbox"/> Private Nonprofit <input type="checkbox"/> Public					<b>INCOME</b>		
<b>IV</b>	Name of Person to be Responsible for Daily Operation of Project: <b>Bob McFarland</b>				<b>9</b>	Project Income <i>(Enter from Page 10)</i>	\$ 0.00
<b>V</b>	<b>IDENTIFY THE PERIOD FOR WHICH FUNDS ARE BEING REQUESTED</b>				<b>10</b>	Net Operating Deficit <i>(Line 8 minus Line 9, if any)</i>	1,077,640.00
<b>FROM</b>			<b>UNTIL</b>				
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
July	1	2021	June	30	2022		
<b>VI</b>	<b>PERSON WHO PREPARED THIS APPLICATION</b>				<b>11</b>	Federal Contribution <i>(Enter from Page 10)</i>	676,000.00
Name: <b>Charley Falmlen</b>					<b>12</b>	Net Eligible Operating Deficit <i>(Line 10 minus Line 11, if any)</i>	\$ 401,640.00
Address: 1016 Diers Avenue Suite 119 Grand Island, NE 68803					<b>13</b>	Local Matching Revenue <i>(Enter from Page 10)</i>	200,820.00
Telephone: <b>308-646-6571</b>					<b>14</b>	<b>State Funds Requested</b>	<b>\$ 200,820.00</b>
<b>NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT LOCAL FUNDS TO THIS APPLICATION ON BEHALF OF SPONSORING CONTRACTOR</b>							
Name: <b>Roger G. Steele</b>				Title: <i>(Mayor, City Administrator, Chairman of County Board, or Chairman of Governing Board)</i> <b>Mayor</b>			
Signature: 						Date: <b>5/17/2021</b>	
<b>FOR STATE OFFICE USE ONLY</b>							
Project No.:					Project Period: <b>7/1/21 – 6/30/2022</b>		Project Year: <b>22</b>

## Transportation Service

**Give total number of vehicles in operation. Give type and capacity of vehicles. Also, list whether or not vehicles have wheelchair lifts or ramps for wheelchairs. (Examples of type of vehicle include: transit bus, school bus, van, etc.)**

TYPE OF VEHICLE	NUMBER OF VEHICLES	VEHICLE CAPACITY	VEHICLES WITH WHEELCHAIR LIFTS	VEHICLES WITH WHEELCHAIR RAMPS	VEHICLES WITHOUT LIFTS OR RAMPS
2020 Ford Small Bus	2	14	2	0	0
2014 Dodge Caravan	2	2	0	2	0
2013 Ford Small Bus	1	14	1	0	0
2009 Chevy Small Bus	1	14	1	0	0
2014 Ford Small Bus	1	14	1	0	0
2015 Senator II Small Bus	2	1	4	2	0
2010 Ford Small Bus	3	14	3	0	0
2012 Chevy Van	1	12	0	0	1
Senior Citizens Industries, Inc dba CRANE Public Transit is a portal-to-portal, demand-					

Define the geographical boundaries of the area being provided transportation service. Describe the type and frequency of service (*Dial-a-Ride, scheduled route, etc.*).

Senior Citizens Industries, Inc dba CRANE Public Transit is a portal-to-portal, demand-response service that operates within the city limits of Grand Island while serving the remainder of Hall County including the communities of Alda, Wood River, Cairo, and Doniphan. 24-hour notice is required from an individual needing transportation.

Office hours for CRANE Public Transit are Monday-Friday 7:00 a.m. to 5:30 p.m and Saturdays 9:00 a.m.-3:00 p.m. Buses run from Monday-Friday, 6:00 a.m. to 5:30 p.m., and Saturdays 9:00 a.m. - 3:00 p.m.

## Transportation Service

If your transportation service makes trips outside the geographical boundaries, whether on a regular or irregular basis, please identify the route, destination, and estimated frequency of these trips.

CRANE Public Transit operates demand response service for all of Hall County, including areas outside the Urbanized Area of Grand Island such as Wood River, Cairo, Doniphan, and rural Hall County.

Trips are scheduled 24 hours in advance and upon review of ridership statistics, it is estimated that the rural portion of transit services comprises approximately 8-11% of ridership. Reimbursement for trips outside of the Urbanized Area of Grand Island, are administered by Senior Citizens Industries directly to the State of Nebraska. No funding for trips or service outside of the Urbanized Area of Grand Island are included in this application budget.

What other transportation services exist in the immediate area to be served? *(Include intracity and intercity bus, taxi, AMTRAK service, air transportation, existing special transportation programs and subsidies for elderly, handicapped, low income, or other special groups. Exclude school bus systems.)*

**Burlington Trailways** - Burlington Trailways provides intercity service seven days a week from Grand Island. The bus station is co-located with Arrow Stage Lines in Grand Island. The buses are at the station in Grand Island at 12:50 am, 3:05 am, and 5:30 pm. Agency staff estimates approximately 50 boardings and deboardings occur in Grand Island each month. Popular destinations include Lincoln, Omaha, Des Moines, and Indianapolis. Agency staff report 18 buses are on the road during peak travel periods. The company has 39 vehicles in its fleet. Passengers on Burlington Trailways include many students, elderly, and people on fixed incomes

**Central City Mini Bus - Merrick County** - The Mini Bus operates demand response, curb-to-curb service Monday through Friday from 7:00 am to 4:00 pm. Reservations are required 24-hour in advance. To travel to/from Grand Island, it is \$10 round trip. The agency travels to Grand Island the first Monday of every month. The primary purpose of most passengers traveling from Central City to Grand Island are for medical appointments.

**Ryde Transit**- Ryde Transit is based out of Kearney, operates buses in Buffalo, Adams, Dawson, Franklin, Hamilton, Kearney and Gosper Counties. Ryde provides services from some of said counties to/from Grand Island on a weekly basis. The agency estimates approximately 10,000 annual trips to Grand Island. The majority of trips are for medical appointments in Grand Island. The one-way fare to Grand Island is \$8.00 per person.

**Private Transit Providers** - Other transportation providers within Hall County and Grand Island are private companies such as Camelot Transportation, Action Cab & Courier, and Uber.

### Transportation Service

How will the transportation service which you provide be coordinated with these other transportation systems?

At this point and time, CRANE Public Transit provides a very specific service to Grand Island and the surrounding area. There is little to no coordination taking place between CRANE Public Transit and the other listed organizations, other than on a referral basis.

In the past, CRANE Public Transit partnered with local cab companies and offered taxi vouchers. The funding for said vouchers is no longer available.

In 2017 the Grand Island Area Metropolitan Planning Organization (GIAMPO) along with the City of Grand Island, finished a Transit Needs Analysis. The Transit Needs Analysis pointed to several service addition options, such as ride-share, and vanpool programs, which would be coordinated with the City of Grand Island, and were intended to address some of the shortcomings of the current demand-response system. The City of Grand Island also collaborated with the State of Nebraska for the State's Intercity Study. Rollout of the Intercity Program has been tabled indefinitely.

Describe the fare structure of your transportation system:

CRANE Public Transit operates on a fare structure of \$2.00 per one-way trip.

## Transportation Service

In what way does your system provide for the transportation needs of the elderly and disabled?

CRANE Public Transit offers a service that is public transportation, which includes elderly patrons and persons with disabilities. A wheelchair-accessible vehicle is used for riders in wheelchairs or other mobility devices. The vehicle fleet includes nine lift-equipped buses with a capacity for two wheelchairs each and two lowered floor mini-vans equipped with wheelchair ramps.

CRANE Public Transit offers portal-to-portal service, and therefore drivers are available to help disabled and elderly persons onto and off of the bus. In addition to this, the City of Grand Island maintains a process for riders to request reasonable modifications, which allows for drivers to offer additional assistance as needed.



Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
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ITEMIZED BUDGET	PERSONNEL COSTS					
	a	b	c	d	e	f
PERSONNEL JOB TITLE OR CLASSIFICATION	NUMBER OF EMPLOYEES	PROJECT SALARIES <i>Yearly</i>	EMPLOYER'S SHARE OF FICA <i>Yearly</i>	FRINGE BENEFITS <i>(Detail in Budget Narrative or Notes)</i> <i>Yearly</i>	TOTAL PERSONNEL COSTS <i>(Total of Items C, D, &amp; E for each line entry)</i> <i>Yearly</i>	
Senior Citizens Industires, Inc	17	\$450,100.00	\$42,400.00	\$7,500.00	\$500,000.00	
City of Grand Island	2	\$98,000.00	\$6,300.00	\$23,000.00	\$127,300.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>Totals</b>		\$548,100.00	\$48,700.00	\$30,500.00	\$627,300.00	
<b>Grand Total of Personnel Costs</b> <i>(Enter on Line VIII-1 of Page 1)</i>					\$627,300.00	

Fringe Benefits include total payment by Senior Citizens Industries of unemployment and worker's compensation benefits.

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
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ITEMIZED BUDGET	ADMINISTRATIVE COSTS	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$148,440.00
	City of Grand Island	\$6,000.00
	<b>Total Administrative Costs</b> (Enter on Line VIII-2 of Page 1)	<b>\$154,440.00</b>

Administrative Costs Budget Narrative or Notes:

Senior Citizens Industries - Training, Office Support, Compliance Support, Administrative Support

City of Grand Island - Travel & Training, Office Supplies, Legal Notices

ITEMIZED BUDGET	SPECIAL SERVICES COSTS	
	ITEMIZED DESCRIPTION	COST
	<b>Total Special Services Costs</b> (Enter on Line VIII-3 of Page 1)	<b>\$0.00</b>

Special Services Costs Budget Narrative or Notes:

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
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ITEMIZED BUDGET	BUILDING SPACE AND UTILITIES COSTS	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$54,000.00
	City of Grand Island	\$8,500.00
	<b>Total Building Space and Utilities Costs</b> (Enter on Line VIII-4 of Page 1)	<b>\$62,500.00</b>

Building Space and Utilities Costs Budget Narrative or Notes:

Senior Citizens Industries - Rent & Utilities

City of Grand Island - Utilities

ITEMIZED BUDGET	FUEL	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$78,000.00
	<b>Total Fuel</b> (Enter on Line VIII-5 of Page 1)	<b>\$78,000.00</b>

Fuel and Lubrication Costs Budget Narrative or Notes:

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
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ITEMIZED BUDGET	LUBRICATION, MAINTENANCE, PARTS AND SUPPLIES COSTS	
	ITEMIZED DESCRIPTION	COST
Maintenance		\$70,000.00
	<b>Total Lubrication, Maintenance, Parts and Supplies Costs</b> <i>(Enter on Line VIII-6 of Page 1)</i>	<b>\$70,000.00</b>

Maintenance, Maintenance Parts and Supplies Costs Budget Narrative or Notes:

ITEMIZED BUDGET	OTHER COSTS <i>(Including Equipment Rental)</i>	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industris, Inc	\$80,000.00
	City of Grand Island	\$5,400.00
	<b>Total Other Costs</b> <i>(Enter on Line VIII-7 of Page 1)</i>	<b>\$85,400.00</b>

Other Costs Budget Narrative or Notes:

Senior Citizens Industries - Equipment & Supplies, various operating costs

City of Grand Island - Equipment, Supplies, various operating costs

Project Name: <b>Public Transit - Grand Island, Nebraska</b>	Fiscal Year: <b>22</b>
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ITEMIZED BUDGET	ESTIMATED PROJECT INCOME			
SOURCES	UNIT DESCRIPTION	NO. OF UNITS	UNIT RATE	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Project Income</b> (Enter on Line VIII-9 of Page 1)				<b>\$0.00</b>

ITEMIZED BUDGET	FEDERAL CONTRIBUTION	
SOURCES	AMOUNT	
FTA Operating Assistance	\$508,000.00	
FTA Preventative Maintenance	\$54,000.00	
FTA Support Equipment	\$2,000.00	
FTA City Program Admin	\$112,000.00	
<b>Total Federal Contribution</b> (Enter on Line VIII-11 of Page 1)	<b>\$676,000.00</b>	

ITEMIZED BUDGET	LOCAL MATCHING REVENUE	
SOURCES	AMOUNT	
City of Grand Island	\$200,820.00	
<b>Total Matching Revenue</b> (Enter on Line VIII-13 of Page 1)	<b>\$200,820.00</b>	

# AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Grand Island, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2020 until June 30, 2021.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

NOW THEREFORE, in consideration of these facts the parties agree as follows:

## Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

## Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

City of Grand Island  
RPT-M401(2022)  
CN 42845F

Page 1

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

### Section 3            AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2021 until June 30, 2022.

### Section 4            FUNDING

The Department's share shall not exceed State funds of \$200,820 or 50% of net eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

### Section 5            PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

### Section 6            PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents



pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15<sup>th</sup> following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10           INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11           TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (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 is, 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 provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12           AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13            PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14            NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15            CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16            INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

- 1.    Workers' Compensation - Statutory
  
- 2.    Bodily Injury and Property Damage - with  
      a combined single limit of liability of            \$500,000 each occurrence
  
- or    Bodily Injury

  - General and Automobile            \$250,000 each person
  - General and Automobile            \$500,000 each occurrence

  
- Property Damage

  - General and Automobile            \$250,000 each occurrence
  - General                                \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF GRAND ISLAND

BY \_\_\_\_\_

TITLE \_\_\_\_\_

EXECUTED by the Department this \_\_\_\_\_ day of \_\_\_\_\_, 2021

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jodi Gibson  
Local Assistance Division Manager

# EXHIBIT A

## NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

City of Grand Island  
RPT-M401(2022)  
CN 42845F

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(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2020-91

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

WHEREAS, the City of Grand Island is in contract with Senior Citizens Industries, Inc, for implementation of a Transit Program using 5307 Urbanized Area Formula Grants, and thereby eligible for State of Nebraska Public Transportation Assistance Program funds; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants; and

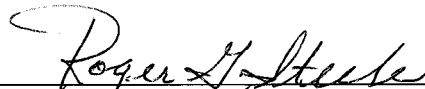
WHEREAS, the Nebraska Public Transportation Assistance Program application shall be submitted each year administratively, with the agreement being presented to City Council for approval.

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 application and subsequent agreement for the Nebraska Public Transportation Assistance Program in an amount not to exceed \$187,101.00.


BE IT FURHTER RESOLVED, all future applications shall be submitted administratively, with the Agreement being presented to City Council for approval.

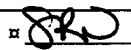
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Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2020.

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

Attest:

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

Approved as to Form    
April 13, 2020  City Attorney



RESOLUTION 2021-144

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

WHEREAS, the City of Grand Island is in contract with Senior Citizens Industries, Inc, for implementation of a Transit Program using 5307 Urbanized Area Formula Grants, and thereby eligible for State of Nebraska Public Transportation Assistance Program funds; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants; and

WHEREAS, on April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval; and

WHEREAS, the Nebraska Public Transportation Assistance Program application was signed by the Mayor on May 17, 2021 requesting State funds in the amount of \$200,820.00 from the Nebraska Public Transportation Assistance Program.

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 agreement for the Nebraska Public Transportation Assistance Program in the amount of \$200,820.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

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

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney