



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2016 Program Grant Agreement
City of Beaver Dam
DUNS: 49510159

Grant Agreement Information and Signature Page

Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the City of Beaver Dam ("the Recipient").

Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2016 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2016, through December 31, 2016

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$23,200.**

This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4802 Sheboygan Avenue, Room 951
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

Signature: _____

Name: Aileen Switzer

Title: Division Administrator

Date: _____

Contact: (608) 266-0255



Grant Agreement Outline

Section I: RESPONSIBILITIES OF THE DEPARTMENT

A general statement of the Department's responsibilities to the Recipient.

Section II: RESPONSIBILITIES OF THE RECIPIENT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

Section III: ACCOUNTING, RECORDS, AND AUDIT

Statements concerning the Recipients various responsibilities under this Grant Agreement, including (but not limited to) financial accounting and record-keeping requirements, record maintenance and reporting requirements, and audit procedures.

Section IV: TERMINATION OF AGREEMENT

Statements concerning various ways this Grant Agreement may be terminated.

Section V: ADDITIONAL DOCUMENTS

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.

The Recipient must review each additional document and initial that the Recipient has reviewed and understands the content and responsibilities included in the additional documents.



Grant Agreement

Main Provisions

Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

Section II: RESPONSIBILITIES OF THE RECIPIENT

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. All assets procured with program funds shall comply with Department rules regarding satisfactory continuing control as prescribed in Department grant application and program materials. Vehicles purchased with state funding or a combination of federal and/or state funding will be an asset of record with the Department and shall comply with Department policies.
- C. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- D. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.
- E. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.



- F. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.
- G. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- H. Before purchasing services or capital items from a third party with funds from this grant, the Recipient will contact the Department in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Department's web site at:
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>.
- 1. The Recipient must obtain Departmental approval for pre-solicitation and post-solicitation procurement activities as follows:
 - a. The Recipient must notify the Department in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase, as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
 - b. As requested by the Department, the Recipient will provide to the Department written documentation of the solicitation process. Upon review, the Department will issue written approval to the Recipient to make the award.

Section III: ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the



charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- C. The accounts and records as required above shall be retained for a period of three years after final payment and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

Section IV: TERMINATION OF AGREEMENT

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination.



Section V: ADDITIONAL DOCUMENTS

Initial next to each item to indicate that you understand both the content and your responsibilities according to each document.

A. Incorporated Documents

The following documents are *incorporated by reference* and made part of this Grant Agreement – review each document and initial that you understand both the content and your responsibilities under each:

- ___ 1. Recipient's current year approved application and application guidelines
- ___ 2. *Federal Transit Administration Master Agreement, FTA MA(21), October 1, 2014*
(federal programs only)
- ___ 3. *Certifications and Assurances*, as applicable to the Recipient's selected project
(federal programs only)

B. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement – review each document and initial that you understand both the content and your responsibilities under each:

- ___ 1. Program-Specific Requirements
- ___ 2. Attachment A: Funding Allocation
- ___ 3. Attachment B: Federal Clauses



Section I:

Program-Specific Requirements

Section 5311 Capital grant program

Section I: PROGRAM REQUIREMENTS

- A. The Recipient is responsible for adhering to the federal laws and regulations prescribed in the *Federal Transit Administration Master Agreement, FTA MA(21)*, October 1, 2014
<http://www.fta.dot.gov/documents/21-Master.pdf>.
- B. The Recipient agrees to comply with all federal statutes relating to Civil Rights and nondiscrimination, as applicable.
 1. The Recipient is required to create, maintain and comply with a Title VI Plan that has been approved by WisDOT.
- C. The Recipient agrees to comply with all federal and state statutes relating to Equal Employment Opportunity, as applicable.
- D. The Recipient agrees to comply with and participate in Compliance Site Reviews conducted by the State of Wisconsin or authorized contractor.
- E. The Recipient must include the following notification language of federal participation in all its requests for proposals, solicitations, contracts, press releases, brochures, web site(s), or other publications, etc., funded under this grant, based on the source of funding:

"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509)".



Section II: PROJECT REQUIREMENTS

- A. The Recipient shall complete all projects included in this Grant Agreement within a period of two years after the date of execution of this Grant Agreement. If the Recipient fails to complete a given project(s) within the two year period, the Department shall take necessary actions to withdraw any uncommitted funds in the Grant Agreement at that time. The uncommitted funds may be reassigned to other subrecipients or surrendered to the federal government.
- B. Payments under the terms of this Grant Agreement in based on 49 USC §5311, as amended.
- C. The Department agrees to pay the Recipient the maximum amount allowed under this Grant Agreement or 80% of the purchase price of the items listed on Attachment A, whichever sum is less. Project quantities are limited to the number shown in Attachment A.
- D. The Department shall make payment to the Recipient upon receipt of invoices prepared by the manufacturer or dealer showing the actual costs of purchased equipment or in the case of a construction project, upon receipt of invoices in accordance with the payment schedule as specified in the construction contract. Progress payments on capital equipment would be made only at the discretion of the Department and in compliance with all applicable federal requirements.
- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum within this Grant Agreement, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to the maximum allowed in this Grant Agreement.
- F. The Recipient agrees to inspect the equipment upon receipt from the vendor, including a check of specifications and a road test; complete paperwork [including Buy America Post-Delivery audit certifications] in a timely manner and send required documents to the program manager at the Bureau of Transit, Local Roads, Rails and Harbors. Documents must be reviewed and approved by WisDOT prior to vehicle entering into service.



- G. Title to project equipment and rolling stock shall be in the name of the Recipient, subject to the restrictions on use and disposition of the project equipment and rolling stock set forth herein. When the application for title registration is originally filed, the title holder must list the Department as the only secured party. Copies of form MV-1 or MV-11, Application for Title/Registration, must be filed with and approved by the Bureau of Transit and Local Roads before the federal share of the cost for any rolling stock is processed for payment.
- H. The Recipient 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 real property or equipment. Nor may the Recipient obligate itself, in any other manner, to any third party with respect to project real property or equipment, 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; nor may the Recipient, by any act or omission, adversely affect the federal interest or impair the Recipient's continuing control over the use of project real property or equipment.
- I. The Recipient agrees that the project equipment and rolling stock shall only be used for the provision of transportation service to the general public and rolling stock shall be clearly marked for public use. The Recipient shall keep satisfactory records with regard to the use of the equipment and rolling stock and submit to the Department upon request such information as may be required to assure compliance with this section. Project equipment and rolling stock shall be operated only within the transit service area described in the capital and operating grant applications that are made part of this Grant Agreement by reference for the duration of its useful life. If during the useful life, the project equipment and rolling is withdrawn from transportation service, the Recipient shall immediately notify the Department and request disposition instructions.
- J. The Recipient shall develop a written maintenance plan in accordance with Department requirements and shall perform preventive maintenance on the equipment, facilities, and rolling stock purchased with FTA funds, including accessibility equipment, at a level no less than the manufacturer's recommended specifications. Adequate records of preventive maintenance on each piece of equipment, rolling stock, and facilities shall be maintained by the Recipient. The equipment, facilities, and rolling stock shall be



properly maintained at all times. The Department shall have the right to conduct periodic inspections and reviews for the purpose of confirming that proper maintenance policies and procedures are being followed.

- K. The Recipient shall make available the equipment and rolling stock including maintenance and/or usage records to the Department upon demand for the purpose of verification or other inspections deemed necessary by the Department.
- L. The Recipient shall immediately notify the Department in all cases where project equipment or rolling stock is used in a manner substantially different from that described in the application. The Recipient shall obtain prior written concurrence from the Department for any proposed sale of equipment or rolling stock, title transfer, or lease to another agency.
- M. The Recipient shall maintain, in an amount and form satisfactory to the Department, such insurance or self-insurance (including property, personal injury and collision coverage) as will be adequate to cover the current value of project equipment and rolling stock throughout the period of required use.
- N. The Department reserves the right to require the Recipient to restore equipment and rolling stock or pay for damages to the equipment and rolling stock as a result of abuse or misuse of such equipment and rolling stock with the Recipient's knowledge and consent.
- O. Equipment purchased with assistance under this Grant Agreement must be used in the performance of transportation services as outlined in Recipient's application for the duration of its useful life. The Recipient shall complete the Department's procedures for disposal of the equipment before it is sold or utilized for another service other what was outlined in the Recipient's application.
- P. Upon termination of this Grant Agreement, the Recipient agrees to dispose of the project facilities, equipment, and/or rolling stock, in accordance with Wisconsin Department of Transportation instructions.
- Q. The Department shall retain 80% interest rights in equipment purchased with program monies.



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R. The Recipient shall submit to the Department, for the period of performance of this grant agreement, quarterly ridership data in a manner prescribed by the Department.

S. WisDOT Contact:

Title: Program Manager for Public Transit
Address: Attn: Ben Vondra
HFSB/DTIM/BTLRRH, Room 951
P.O. Box 7913
Madison, WI 53707-7913
Contact: (608) 266-0560 |
benjamin.vondra@dot.wi.gov



Attachment A: Funding Allocation

Section 5311 Grant Program

A. Award Details:

Activity Line Item	ALI Description	Quantity	Total Cost	Federal Share	Local Share
11.12.15	Revenue Rolling Stock - Purchase/Replacement - Vans	1	\$29,000	\$23,200	\$5,800

B. Funding Source:

This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509).

- i. Federal Award Agency: **USDOT Federal Transit Administration**
- ii. Pass through entity: **WisDOT, Division of Transportation Investment Management**
- iii. Federal Award Identification Number (FAIN): **1245-2016-2**
- iv. Federal Award Date: **May 31, 2016**
- v. The full amount of the obligated share will be committed upon receipt of this signed grant agreement and the required local match.