

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2020 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZING PURCHASE OF SPECIAL TRANSIT SERVICE VEHICLE RECEIVE/FILE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of a Special Transit Service Vehicle in the amount not to exceed \$11,094.00 in partnership with State of Nebraska, Department of Transportation.

FISCAL IMPACT

The City was eligible for the FTA # 5310 grant, Project Number NE – 16 – (0113) for procurement of the new vehicle which cost \$55,470.00. The City is responsible for 20% of the cost which come to \$11,094.00 with NDOT responsible for the remaining 80% of the vehicle costs.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista partners with the City of Ralston to provide a special services transportation program for seniors (ages 60 and older) and special needs residents of the two communities. The bus transports riders to a variety of destinations including senior centers, shopping and appointments. The City of La Vista oversees the operation of this program.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF A SPECIAL TRANSIT SERVICE VEHICLE IN PARTNERSHIP WITH STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$11,094.00.

WHEREAS, the City Council has previously participated in a partnership with the City of Ralston and State of Nebraska, Department of Transportation to provide transportation services to the elderly and handicapped residents of the cities; and

WHEREAS, a determination has been made that one of the vehicles in the existing fleet is in need of replacement; and

WHEREAS, the City of La Vista would be responsible for 20% of the cost of the new vehicle with the remaining cost being paid by federal funds through State of Nebraska, Department of Transportation; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby establish the need to purchase a replacement special services vehicle in conjunction with State of Nebraska, Department of Transportation and authorize payment of the City's share of the cost not to exceed \$11,094.00.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AGREEMENT BETWEEN THE CITY OF LAVISTA
AND
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO.: NE-16-(O113)

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 LaVista eligible applicant, (hereinafter referred to as "Contractor").

WHEREAS, 49 U.S.C. Section 5310 as amended by MAP-21, provides for capital grants to private nonprofit organizations, local governmental authorities, and operators of public transportation that receive a grant indirectly through a recipient for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable; 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-1815-2019-4, Catalog of Federal Domestic Assistance #20.513 (Enhanced Mobility of Seniors and Individuals with Disabilities). The cost of the Project shall be in the amount indicated in the attached 5310 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 5310 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 5310 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 5310 Program. Failure to comply with this requirement will also jeopardize funding under the 5310 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 5310 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 Contractors, 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 Statues, 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 attached (EXHIBIT B) Certifications and Assurances for FTA Assistance, hereby made a part of this agreement.

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 _____, 20____.

ATTEST: CITY OF LAVISTA

BY _____

TITLE _____

BY _____

TITLE _____

EXECUTED by the Department this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Jodi Gibson, Manager
Local Assistance Division

EXHIBIT A

5310 CAPITAL PROJECT DESCRIPTION AND BUDGET Project Number NE-16-(O113)

APPLICANT NAME:

City of LaVista

	Price	Ordered	
Ford chassis (Masters Transportation)	\$ 55,398.00	1	\$ 55,398.00
24 inch black adjustable passenger seatbelt Extension for ambulatory passenger seats	36.00	2	72.00
		Total	\$ 55,470.00

Number of Vehicles	Type of Vehicle and Equipment	Unit Cost	Total Cost
1	Small bus	55,470.00	55,470.00

Federal 5310 Funds (80% of total cost)	Total Equipment Cost	\$ 55,470.00
Local contribution (20% of total cost)		44,376.00
	Total Local Share	11,094.00

	Total Local Share	\$ 11,094.00
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(1) Federal Award Identification for 5310 NE-16-N113

i Subrecipient name:

City of LaVista

ii Subrecipient's Data Universal Numbering System (DUNS) Number:

034832972

iii Federal Award Identification Number (FAIN):

NE-1815-2019-4

iv Federal award date:

8/2/2019

v Period of performance start and end date:

Start	End
8/2/2019	12/30/2022

vi Amount of Federal funds obligated by this action:

\$44,376.00

vii Total amount of Federal funds obligated to the subrecipient:

EXHIBIT "A" \$44,376.00

viii Total amount of the Federal award:

\$745,780.00

ix Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Omaha, NE Section 5310 for Capital Projects (vehicle procurements)

x Name of Federal awarding agency, grantee, and contract information for awarding official:

**United States Department of Transportation
Federal Transit Administration - Mark Bechtel
Nebraska Department of Transportation**

xi Catalog of Federal Domestic Assistance (CFDA) number, name, and dollar amount:

20.513 Enhanced Mobility of Seniors and Individuals with Disabilities.
\$817,586,863

xii Identification of whether the award is research and development:

No

xiii Indirect cost rate for the Federal award (including if the de minimis rate is charged):

None

(2) All requirements imposed by the grantee on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award.

See Section 1, Section 2 and Section 3 of the agreement.

(3) Any additional requirements that the grantee imposes on the subrecipient in order for the grantee to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

See Section 8 of the agreement

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the grantee and the subrecipient (in compliance with this part), or a de minimis indirect cost rate.

Not applicable