

ITEM D

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 4, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – SPECIAL TRANSIT SERVICE VEHICLES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of two (2) Special Transit Service Vehicles in partnership with the Nebraska Department of Transportation (NDOT) in an amount not to exceed \$50,016.

FISCAL IMPACT

The City was eligible for the FTA# 5310 Grant, Project Number RPT-P266 (024) for procurement of two (2) new vehicles which cost \$250,076. The City is responsible for 20% of the vehicles' cost and the NDOT responsible for the remaining 80% of the vehicles' cost.

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 buses transport riders to a variety of destinations including senior centers, shopping and appointments.

The City of La Vista has partnered with the City of Ralston through an interlocal agreement to manage and operate the Special Bus Service for both City's residents. The bus replacement schedule is shared between both cities alternating the purchase of each bus. Due to manufacturing delays, two (2) buses will be purchased resulting in the City of Ralston making payment for their portion of the bus, \$25,008 to the City of La Vista.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) SPECIAL TRANSIT SERVICE VEHICLES IN PARTNERSHIP WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) IN AN AMOUNT NOT TO EXCEED \$50,016.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) special transit service vehicles are necessary; and

WHEREAS, the City of La Vista is responsible for 20% of the cost of the new vehicles with the remaining cost being paid by NDOT, 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 approve the purchase of two (2) special transit service vehicles in partnership with the Nebraska Department of Transportation (NDOT) in an amount not to exceed \$50,016.00.

PASSED AND APPROVED THIS 4TH DAY OF JUNE 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

SECTION 5310 MAPA AGREEMENT
BETWEEN
CITY OF LA VISTA
AND
NEBRASKA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and City of La Vista, hereinafter referred to as "Contractor", is for the purpose of providing funding of Contractor's project.

WHEREAS, the Federal Transit Act, permits the Federal Transit Administration, hereinafter FTA, to carry out public transportation projects for public transportation in areas other than urbanized areas, and

WHEREAS, Contractor wishes to provide transportation services in areas other than urbanized areas, and

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

WHEREAS, the Department wishes to assist the Contractor by providing federal funds available under 49 U.S.C. Section 5310 for the purchase of two (2) Small Buses. Federal funding for the project under this agreement includes pass-through monies from the Federal Transit Administration and are subject to the U.S. Office of Management and Budget, Code of Federal Regulations, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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

1. SCOPE OF PROJECT. As hereinafter referred to, "Project" shall mean the undertaking, continuation or expansion of transportation services for the benefit of the general public by assisting in the purchase of a transit vehicle. The Contractor shall undertake and complete the Project according to project documents, filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

2. FEDERAL AWARD IDENTIFICATION. The Department hereby identifies to the Contractor the following provisions of the Federal Funds, as authorized in Section 3:

- (i) Sub-recipient name (as registered in SAM.gov) **City of La Vista**
- {II) Sub-recipient's Unique Entity ID (UEI) number **HJCPFAFGJMK3**
- (iii) Federal Award Identification Number (FAIN) **NE-2019-009-00**
- (iv) Federal Award Date: **September 12, 2019**
- (v) Subaward Period of Performance is **9/12/2019-12/30/2026**

The Agreement's start date is the execution of signatures of both parties and the end date is **June 30, 2025**.

- (vi) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient; **\$84,522**
- (vii) Total amount of the Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation. **\$84,522**
- (viii) Total amount of the Federal Award committed to the subrecipient by the pass- through entity - **\$84,522**
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT – Omaha- NE Section 5310 for Capital Vehicles (Vehicle Procurement)**
- (x) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Mark Bechtel, Supervisor, mark.bechtel@dot.gov**
- (xi) Catalog of Federal Domestic Assistance (CFDA) number and Name; **20513, 5310- Mobility of Sr. & Indv. w/Disabilities Formula** and dollar amount **\$745,780**
- (xii) Identification of whether the award is research and development **No**
- (xiii) Indirect cost rate for the Federal award **N/A**

*******AND*******

- (i) Sub-recipient name (as registered in SAM.gov) **City of La Vista**
- {II) Sub-recipient's Unique Entity ID (UEI) number **HJCPFAFGJMK3**
- (iii) Federal Award Identification Number (FAIN) **NE-2023-015-00**
- (iv) Federal Award Date: **July 3, 2023**
- (v) Subaward Period of Performance is **7/3/2023-11/01/2026**

The Agreement's start date is the execution of signatures of both parties and the end date is **June 30, 2025**.
- (vi) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient; **\$115,538**
- (vii) Total amount of the Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation. **\$115,538**
- (viii) Total amount of the Federal Award committed to the subrecipient by the pass- through entity - **\$115,538**
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT – Section 5310 -FY2021-Rolling Stock for Omaha MAPA**
- (x) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Mark Bechtel, Supervisor, mark.bechtel@dot.gov**

(xi) Catalog of Federal Domestic Assistance (CFDA) number and Name; **20513, 5310- Mobility of Sr. & Indv. w/Disabilities Formula** and dollar amount **\$391,890**

(xii) Identification of whether the award is research and development **No**

(xiii) Indirect cost rate for the Federal award **N/A**

3. FUNDING AND PAYMENT. The Federal funding share of the costs of this Project shall not exceed **\$200,060** or 80% of the eligible capital costs whichever is smaller. The local contribution of the cost of this Project shall not exceed **\$50,016** or 20% of the eligible capital costs whichever is smaller. The Department shall invoice Contractor for any local share due prior to the delivery of the vehicle(s) described in Exhibit A, and the Contractor agrees to pay the Department within 30 days of receipt of invoice. The Contractor agrees that it will provide funds from sources other than Federal Department of Transportation funds, an amount sufficient, together with the Federal Grant to assure full payment of actual project cost.

The Contractor shall initiate and prosecute 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, or at such time deemed necessary by the Department.

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 Department of a proportionate amount.

4. ADMINISTRATION OF PROJECT. The Department shall be the State agency responsible for administering the Project.

5. FINANCIAL MANAGEMENT. The Project funds referred to in this Agreement are subject to the grants management requirements of the Federal Transit Administration Circular FTA C 5010.1E, Rev.2, July 16, 2018, and specifically, the Financial Management provisions contained in Chapter VI.

6. 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, Pre-award & Post Delivery Audits, Clean Water, Energy Conservation and Clean Air Clauses.

7. TITLE TO PROJECT EQUIPMENT. Title to project equipment shall be in the name of the Contractor.

8. 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.

9. 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 persons within the geographical area as described in the project documents 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. If the project equipment is not used in this manner or is withdrawn from transportation service at any time, 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 title of 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.

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 damages 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 fair market value shall be determined by competent appraisal consistent with the standards of 49 CFR Part 25.103.

The Contractor shall keep satisfactory records with regard to the use of the property and submit to the Department upon request, such information as is required in order to assure compliance with this Section. The Contractor shall notify the Department and receive its prior approval before using project equipment in a manner different from that described in the project application.

The Contractor shall have and maintain a scheduled vehicle maintenance program (in a format approved by the Department) for each vehicle acquired with FTA funds. The project equipment shall be maintained with cleanliness, a high level of repair, be mechanically sound and operate safely.

The Department and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

10. MISUSED OR DAMAGED PROPERTY. If any damage to project equipment results from abuse or misuse occurring with the Contractor's 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.

11. 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 the equipment throughout the period of contract performance. The insurance shall consist of collision, comprehensive and liability coverage of not less than the following amounts:

1. Workmen's Compensation - Statutory
2. Bodily Injury and Property Damage

with a combined single limit of

liability of	\$500,000 each occurrence
<u>or</u> 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 its 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.

12. CONTRACTS UNDER THIS AGREEMENT. The Contractor shall not assign any portion of the work performed under this Agreement, or execute any contract, amendment or change under 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.

13. SUCCESSORS AND ASSIGNS. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement, shall be binding upon the Department and the Contractor and their successors and assigns.

14. 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.

15. 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 vehicle(s) and equipment, all transportation services rendered by the Contractor by the use of such vehicle(s) 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 close-out, all project documents, financial records, and supporting documents.

16. TERMINATION.

(a) Without 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. The Contractor may, with the concurrence of the Department, terminate the project and cancel this Agreement.

(b) For Cause. The Department may, without liability, 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 vehicle(s) or equipment for the purpose of providing transportation services;
- (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;

(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 Section 8 of 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 Section 8 of this Agreement.

17. 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.

18. PROHIBITED INTEREST. No member, officer, or employees of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

19. 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.

20. 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 <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-29-february-7-2022>

21. 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 by DOT, current MA, 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.

22. 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.

23. PUBLICATION PROVISIONS. Papers, interim reports, forms or other material which are a part of the work to be performed under this Agreement will not be copyrighted without written approval of the Department and FTA. The Department and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Governmental purposes.

Either party to the Agreement or the FTA may initiate a request for publication of final or interim reports or other portions thereof.

The parties of this Agreement reserve the right to review and approve prior to publication, any papers, reports, forms or other material which are a part of the work to be performed under this Agreement.

Publication by either party shall give credit to the other party and to FTA unless upon failure of agreement on any report of the study, FTA or either of the contracting parties requests that its credit acknowledgement be omitted and then the following statement shall be added:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Department, Contractor, or the FTA. This report does not constitute a standard, specification or regulation."

Either party which in response to a specific request makes known results of the work under contract herein contemplated shall notify the other party at the time of release.

After publication of reports, the Contractor, Department and FTA are free to use the data and results without restriction.

24. 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.

25. FEDERAL CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE. The Contractor will comply with all the requirements as identified in the current Federal Certifications and Assurances for FTA Assistance.

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.

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Contractor on: _____

BY: _____ TITLE: _____

EXECUTED by State of Nebraska, Department of Transportation on: _____

BY: _____

Jodi Gibson, Local Assistance Division Manager

EXHIBIT A
CAPITAL PROJECT DESCRIPTION AND BUDGET

APPLICANT NAME:

City of LaVista

	Price	Ordered	
2024 small bus 42" entry door Ford chassis	\$ 124,960.00	2	\$ 249,920.00
24" black adjustable passenger seat belt for ambulatory passengers	39.00	4	\$ 156.00
		Total	\$ 250,076.00

Number of Vehicles	Type of Vehicle and Equipment	Unit Cost	Total Cost
2	small bus	125,038.00	250,076.00
		Total Equipment Cost	\$ 250,076.00
Federal Grant Requested (80% of total cost)			200,060.00
Local contribution(20% of total cost)			50,016.00
		Total Local Share	\$ 50,016.00