



Federal/State Reference Number §5310
Enhanced Mobility for Seniors and Individuals with Disabilities
Cycle 44 (2020) Program Grant Agreement
County of Sauk
DUNS 076165513

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 County of Sauk ("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 2020 Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2020 through December 31, 2020

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed
\$42,220.00

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

County of Sauk

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

Signature: _____

Name: Ian Ritz

Title: Transit Section Chief

Date: _____

(608) 264-9532

Contact: specialized.transit@dot.wi.gov



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: [Wisconsin Department of Transportation Transit procurement procedures](#).
 - 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 (25), October 1, 2018* (federally-funded grants only; see Att. A)
- _____ 3. *Certifications and Assurances*, as applicable to the Recipient's selected project (federally-funded grants only; see Att. A)

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
- _____ 3. Attachment A: Funding Allocation
- _____ 4. Attachment B: Federal Clauses (federally-funded grants only; see Att. A)



Program-Specific Requirements

Section 5310 grant program for Mobility Management and/or Operating projects

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 (25)*, October 1, 2018: [FTA Master Agreement \(25\)](#)
- B. The Recipient's transportation service must predominantly serve seniors and individuals with disabilities. If excess capacity is available in a vehicle, the Recipient may provide transportation service to a member of the general public.
- C. The Recipient agrees to make affirmative efforts to coordinate activities with other agencies and transportation providers in its service area.
- D. The Recipient agrees to comply with all federal statutes relating to Civil Rights and nondiscrimination, as applicable. The Recipient is required to create, maintain and comply with a Title VI Plan that has been approved by WisDOT.
- E. The Recipient agrees to comply with all federal and state statutes relating to Equal Employment Opportunity, as applicable.
- F. The Recipient agrees to comply with and participate in Compliance Site Reviews conducted by the State of Wisconsin or authorized contractor.
- G. 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. § 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA 20.513)".



Section II: PROJECT REQUIREMENTS

A. Operating, Mobility Management and/or Non-vehicle capital

1. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
2. Payment by the Department to the Recipient shall be made upon submittal of quarterly reimbursement and service measures reports by the Recipient to the Department.
3. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.
4. The Recipient shall send to the Department all draft contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such draft contracts and determine their conformance with the provisions of this agreement. Upon authorization by the Department, the Recipient may execute such contracts.
5. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
6. WisDOT Contact for Mobility Management, Operating and Non-vehicle capital:

Title: Specialized Transit (5310) Program Manager
Address: Wisconsin Department of Transportation
DTIM/BTLRRH/Transit
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53507-7913
Contact: (608) 264-9532 | specialized.transit@dot.wi.gov



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Attachment A: Funding Allocation

Section 5310 Grant Program for Mobility Management and/or Operating projects

A. Award Details:

Award Description	Quantity	Fed Award	Total Cost
Operating Assistance	1	\$42,220.00	\$42,220.00
Total Projects			\$84,440.00
Total Federal Award			\$42,220.00
Total Local Match			\$42,220.00

B. Funding Source: (designated by a ☑)

- ☐ This project is funded in part by the State of Wisconsin and made available under Wisconsin State Statute §85.22 and Transportation Administrative Rule 2.
- ☒ This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA 20.513).
 - i. Federal Award Agency: **USDOT Federal Transit Administration**
 - ii. Pass through entity: **WisDOT, Division of Transportation Investment Management**
 - iii. Federal Award Identification Number (FAIN): **2020-034-00**
 - iv. Federal Award Date: **June 2020**
 - v. The full amount of the obligated share will be committed upon receipt of this signed grant agreement and the required local match.