



Federal Reference Number 5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

## 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, hereinafter referred to as "Department" and the County of Sauk, hereinafter referred to as "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 2021 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, 2022 through December 31, 2024

#### Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$114,672**

**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, 6<sup>th</sup> Floor South  
P.O. Box 7913  
Madison, WI 53707-7913

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact: \_\_\_\_\_

*Brent R. Miller*

BRENT R. MILLER

ADMINISTRATOR

8/2/2023

608-355-3274

brent.miller@saukcountywi.gov

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Ian Ritz

Transit Section Chief

(608) 264-9532

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.

**Section VI: PROGRAM SPECIFIC REQUIREMENTS**

A list of requirements specific to Section 5310 and State Statute 85.22.

**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

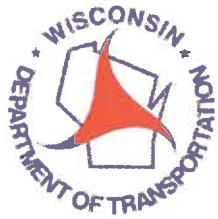
### Main Provisions

#### **Section I: RESPONSIBILITIES OF THE DEPARTMENT**

- A. Provided that sufficient federal or state funds are available and are not committed to grantees of equal or higher rank, the Department agrees to pay up to 80% of the cost of the items specified in Attachment A with a federal grant under Section 5310, U.S.C. or with a state grant under Section 85.22, Wis. Stats.
- B. The purchase of all equipment specified in Attachment A shall be undertaken by the Department on behalf of the Recipient in accordance with applicable state law and Federal Transit Administration (FTA) policies, unless notified by the Department that an independent procurement would need to be completed by the Recipient. Project equipment shall be purchased in accordance with the latest approved project budget and federal regulations.
- C. The Department shall be registered as the lien holder and shall retain 80% interest rights in the equipment.

#### **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.

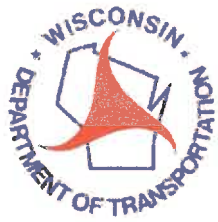


Federal Reference Number §5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

- 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



Federal Reference Number §5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

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 ensuring 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:

br

1. Recipient's current year approved application and application guidelines

br

2. [Federal Transit Administration Master Agreement](#), (Version 30) November 2, 2022 (federally funded grants only; see Att. A)

br

3. *Federal Certifications and Assurances for WisDOT 5310 Grant Agreement*

### 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:

br

1. Program-Specific Requirements

br

2. Attachment A: Funding Allocation



## **Section VI: PROGRAM SPECIFIC REQUIREMENTS**

### Section 5310 grant program for human service vehicles

#### **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 \(30\)\*](#), November 2, 2022.
- 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.
  - 1. The Recipient is required to create, maintain, and comply with a Title VI Plan that has been approved by WisDOT.
  - 2. The public notice card for your Title VI Plan must be displayed in all Section 5310/85.22 funded vehicles.
- 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)."*





Federal Reference Number §5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

**Attachment A - Funding Allocation**

Vehicle Type	Federal/State Portion Section 5310 (up to 80%)	Local Match Minimum of 20%
Medium Bus	\$114,672	\$28,668
Total federal/state share (80%) amount of grant agreement		\$114,672
<b>Total local share (20%) amount</b>		\$28,668
Total amount		\$143,340

- ☒ 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): **WI-2022-051-01**





**5310 Vehicle Program Page:**

- A. The purchase of all equipment specified in Attachment A shall be undertaken by the Department on behalf of the Recipient in accordance with applicable state law and Federal Transit Administration (FTA) policies.
- B. The Recipient agrees to make affirmative efforts to coordinate activities with other agencies and transportation providers in its service area.
- C. 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.
- D. The Recipient must submit quarterly one-way ridership reports to the Specialized Transit Program Manager **within 30 days after** the conclusion of each quarter.
- 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, 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)."

**Capital Equipment Requirements:**

- A. 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 all applicable OSHA Standards.
- B. Title to project equipment and rolling stock shall be in the name of a public body, subject to the restrictions on use and disposition of the project equipment and rolling stock set forth herein. The title holder shall ensure that the Department is listed as a secured party when application for title/registration is originally filed. Copies of form MV-1, Application for Title/Registration, must be filed with the Bureau of Transit, Local Roads, Railroads, and Harbors before reimbursement of the federal share of the cost for any rolling stock is processed for payment.



Federal Reference Number §5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

- C. 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.
- D. The Recipient agrees that the project equipment and rolling stock shall be predominantly used for the provision of transportation service to seniors and individuals with disabilities. The Recipient shall keep satisfactory records regarding 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 specialized transit service area described in the grant application that is 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.
- E. 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.
- F. The Recipient must have a Title VI Civil Rights plan on file with the Department. A Title VI public notice card must be placed in each vehicle funded with 5310/85.22 monies.
- G. 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 an annual verification or other inspections deemed necessary by the Department.



Federal Reference Number §5310/State Statute 85.22  
Enhanced Mobility for Seniors and Individuals with Disabilities  
Cycle 47 (2023) Program Grant Agreement  
County of Sauk  
MBBBU1XPJ4M5

- H. 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.
- I. 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.
- J. 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.
- K. Equipment purchased with state 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 reimburse the Department for the state's share of the value of such equipment if it is sold or removed from specified transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the Recipient's current, future or amended application.
- L. 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.
- M. 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] within 10 working days and send required documents to the program manager at the Bureau of Transit, Local Roads, Rails and Harbors.
- N. The Department shall retain 80% interest rights in equipment purchased with program monies.