

5311 PROGRAM AGREEMENT- FEDERAL-AID FUNDS

SCOTTS BLUFF COUNTY
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. RPT-C791 (227)
STATE CONTROL NO. 51679E

THIS AGREEMENT is between Scotts Bluff County, a local transit provider ("Subrecipient"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding, and

WHEREAS, Subrecipient understands that it is solely responsible for all aspects of the ownership, use, and operation of such local transit system, and that State has no duty whatsoever concerning the proper establishment and operation of Subrecipient's local transit system, and

WHEREAS, Subrecipient wishes for its local transit system to become eligible, and to remain eligible, for both Federal Transit Administration Section 5311 funding and State Program 305 funding, and

WHEREAS, FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

WHEREAS, Subrecipient understands that along with its sole obligation to establish and operate such system, there are also multiple specific steps that must be followed and requirements that must be met in order for its local transit program to qualify for reimbursement of eligible costs with Federal or -State transit funding, and

WHEREAS, Subrecipient understands that it is or will be solely responsible for developing and operating its local transit program in a way that complies with these Federal and State cost reimbursement programs so that certain costs are eligible and remain eligible for Federal or State transit cost funding programs, and

WHEREAS, Subrecipient understands that if it fails to develop and operate a local transit program that is eligible for the intended Federal and State funding, or fails to take all actions necessary to remain eligible, the following will occur: (a) the Subrecipient's costs will not be reimbursed; (b) Subrecipient will be solely responsible for repaying any and all Federal and State funds provided Subrecipient prior to or while out of compliance with the funding requirements; and (c) when necessary, and

WHEREAS, the Subrecipient is required to have a share in the costs under the program in an amount that varies depending on what type of cost is being reimbursed, and

WHEREAS State is the direct recipient of FTA Section 5311 funds and State is responsible for determining funding eligibility of the Subrecipient, for FTA Section 5311 funds, and

WHEREAS, Subrecipient has designated a transit manager who is a) fully trained, b) fully empowered, and c) obligated to timely complete and submit to State all necessary invoices and documentation, and d) required to fulfil all FTA and State program requirements, and

WHEREAS, the funding for the project under this Agreement includes Federal funds from the FTA, therefore, under 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, if a non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year then certain legal audit requirements must be followed as explained further in this Agreement, and

WHEREAS, Subrecipient has submitted a detailed, final, transit board approved transit program budget for both fiscal year 2026 and fiscal year 2027, and

WHEREAS, Subrecipient will not be reimbursed for more than the approved budgets for fiscal year 2026 and fiscal year 2027, and

WHEREAS, Subrecipient's total project budget of its transit program for fiscal year 2026 and fiscal year 2027 is estimated to be \$1,347,337 and

WHEREAS, Subrecipient has earmarked and has identified a sufficient source of funding in its two-year fiscal budget for at least the amount of the local match, and

WHEREAS, the Subrecipient formally authorizes the signing of this Agreement, as evidenced by the Resolution of the Subrecipient dated the _____ day of _____, 20____, attached as **Exhibit "A"** and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts, Subrecipient and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"FTA" means the Federal Transit Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"NEB. REV. STAT." means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

"TRANSIT MANAGER" The individual designated by the Subrecipient to be in charge of ensuring that Subrecipient's transit program fully complies with Federal and State transit requirements. The duties of the Transit Manager are set out herein and include but are not limited to Section 6.

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between the United States Department of Transportation and Subrecipient for federally funded transportation projects.

“**SUBRECIPIENT**” means Local Transit Provider that is seeking to be reimbursed with Federal Section 5310 or 5311 Transit Funding if the subrecipient costs are eligible for reimbursement under State or Federal law and this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT (9-10-24)

- 2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by State.
- 2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 *Identifying Date*** – This Agreement is identified by the fiscal year to which it applies.
- 2.4 *Funding Period*** – This agreement provides funding for reimbursement of eligible costs incurred from July 1, 2025 to June 30, 2027, which is the state fiscal year.
- 2.5 *Duration***--This Agreement will not expire until completion of final settlement after any cost adjustments have been made.
- 2.6 *Termination*** -- Further, State reserves the right to terminate this Agreement as provided herein. If Subrecipient determines that for any reason it will not continue with this Agreement, Subrecipient shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1** In accordance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding. Subrecipient is solely responsible for all aspects of such system, including but not limited to establishing and operating such local transit system, and State has no obligation whatsoever, concerning the establishment and operation of Subrecipient’s local transit program.
- 3.2** Subrecipient wishes to obtain Federal-aid funding through the FTA Formula Grants for Rural Areas Chapter 53 Section 5311 for capital, planning, and operating assistance to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The Federal Transit Administration (FTA) will not provide funding directly to Subrecipient for this project but will provide Federal funding for eligible and participating expenses through State. State, pursuant to Neb. Rev. Stat. § 39-1205, will act under this Agreement as a steward of Federal Funds and as a liaison between Subrecipient and FTA. The purpose of this Agreement is to set forth the understanding of Subrecipient and State concerning their respective duties solely to enable the entity to be eligible for this specific State and Federal-aid funding. Under this Agreement, Subrecipient shall accept all duties concerning any aspect of technical capacity - funding management, procurement, Disadvantaged Business Enterprise (DBE), Title VI, Americans with Disabilities Act, Drug and Alcohol Program, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to Subrecipient concerning such matters. Subrecipient further agrees that Subrecipient shall have no claim or right of action against State under this Agreement if FTA determines that the project is not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement

include the program requirements and other conditions State believes in good faith that the Subrecipient must meet for this project to be eligible for Federal funding.

- 3.3 Subrecipient acknowledges that many requirements must be met for the grant funding contemplated by this Agreement to be awarded and for expenses to be reimbursed with Federal-aid funds. Those conditions include, but are not limited to, the unknown availability of Federal-aid funds, the timely and satisfactory completion of all Federal-aid funding requirements and the perceived priority of this project with other projects competing for limited Federal-aid funds. Therefore, Subrecipient agrees to develop and operate its transit program to meet all Federal and State eligibility requirements so that the transit program's eligible expenses may be reimbursed through Federal-aid funding.

SECTION 4. FEDERAL AWARD IDENTIFICATION.

4.1 The following identifying and other information must be provided for this Federal-aid project as required by 2 CFR § 200. 332. Subrecipient may be required to report this information as a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name (as registered at SAM.gov); **County of Scotts Bluff**
- b) Subrecipient Unique Entity Identifier (UEI) Number; **YM6JAK4AM8P9**
- c) Federal Award Identification Number (FAIN); **NE-2024-006-01**
- d) Federal Award Date is; **5/30/2024**
- e) Subaward Period of Performance Start and End Date is; **7/1/2025-6/30/2027**
- f) Subaward Budget period Start and End Date; **5/30/2024-10/15/2027**
- g) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient; **\$871,183**
- h) Total amount of the Federal Funds obligated to the subrecipient; **\$871,183**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$44,342**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$1,347,337**
- k) Budget Approved by the Federal Awarding Agency; **\$871,183**
- l) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT-Section 5311 Operating, Non-Operating Assistance and Vehicle Maintenance for Nebraska's Rural Areas**
- m) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Bill Kalt** at bill.kalt@dot.gov
- n) Assistance Listings Number and Title; **CFDA 20.209**, name, **Formula Grants for Rural Areas**, and dollar amount **\$26,805,398**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§200.414](#)). **NA**

SECTION 5. 5311 LEGAL AUTHORITY

Subrecipient agrees to comply with all Federal and State requirements that apply to this type of funding, including, FTA 5311 Program requirements and other Federal and State laws.

5.1 The Applicable Legal and Contract Requirements.

- a. Section 49 U.S.C 5311 is the authorizing Federal statute. The applicable Federal regulations for this program are found generally in 49 CFR Parts 673 and 674. For additional details about this program, please see the FTA Contractor Manual and FTA Master Agreement, which may be found on the FTA website.
- b. Please see Neb. Rev. Stat. Sections 13-1201 through 13-1214, among others, for applicable State and local requirements for local transit programs anticipated under this Agreement.

SECTION 6. TRANSIT MANAGER AND TEAM REQUIREMENTS

- 6.1 Subrecipient hereby designates _____ as the Transit Manager for this project.
- 6.2 Duties and Assurances of Subrecipient concerning its designated Transit Manager for this project.
 - 6.2.1 Subrecipient understands the duties and responsibilities of Subrecipient and Transit Manager outlined in State Management Plan, Title VI Plan, Group Transit Asset Management Plan, Intercity Bus Needs: Subrecipient 5311(f) Consultation, Disadvantaged Business Enterprise (DBE) Plan for FTA Programs, ADA Plan, Drug and Alcohol Policy, NTD Reporting and Transit Invoice Guidance Manual.
 - 6.2.2 General Commitment.** Subrecipient understands the Federal and State transit program conditions and requirements are detailed, complex, time-sensitive, and mandatory. The funding programs include, but are not limited to, requirements for funding eligibility, cost documentation, and timely reporting. Subrecipient hereby commits to make its best efforts to promptly develop the business practices needed to properly comply with all the applicable conditions and requirements of these funding programs.
 - 6.2.3 Transit Manager and Transit Staff.** Subrecipient shall employ a capable and conscientious employee or representative to serve as Transit Manager (TM). Subrecipient shall employ a sufficient number of qualified staff to promptly complete all obligations necessary to meet the state and Federal program requirements. Subrecipient shall place the Transit Manager in day-to-day control of the operation of the Transit Program and shall require the Transit Manager to actively manage the program. Subrecipient shall meet regularly with the Transit Manager to understand whether the Transit Manager is meeting the obligations of the Transit Program. Subrecipient shall provide the Transit Manager with sufficient authority to promptly meet the Transit Program requirements. The Transit Manager and the Transit Staff shall work closely with the State, and when necessary, its Federal partners, so that the interactions with State are effective, professional, timely, and efficient.

6.2.4 Training and Resources for the Transit Staff. Subrecipient shall require that the Transit Manager and Transit Staff participate in required State and/or Federal Transit program training to improve their understanding of the program. Subrecipient will ensure that the Transit Staff has the needed resources available to improve the quality and timeliness of the Transit Program.

6.2.5 Change in Transit Manager. Subrecipient shall notify State within one week if the Transit Manager leaves, is reassigned, or is removed from the position for any reason. Subrecipient shall promptly appoint (within 14 days) a new Transit Manager and shall ensure that all duties of the Transit Manager continue to be met by other members of the Transit Staff until the new Transit Manager is employed and on the job.

6.2.6 Compliance Response Plan. State may notify Subrecipient when State believes Subrecipient's Transit Program is not meeting the State and Federal program requirements. State will provide examples of the non-compliance. Subrecipient shall notify the Transit Manager of the non-compliance and Subrecipient shall, within two weeks, establish a response plan, acceptable to State, that will be immediately instituted. In the event the response plan is not fully implemented or does not restore the Transit Program to full or substantial compliance within one month, State will be relieved of its obligation to reimburse costs to Subrecipient, until the Transit Program is back in full compliance.

6.2.7 Subrecipient's Annual Review. Subrecipient shall meet with State when requested to understand whether the Transit Manager and Transit Program are meeting program requirements and deadlines. Subrecipient shall annually evaluate the status of the Transit Program including the work of Transit Manager, and a review of any comments received from State concerning the Transit Program. Subrecipient shall encourage the Transit Manager to improve the program each year to become more effective and efficient.

6.2.8 Subrecipient's Responsibility. Subrecipient agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to the Formula Grant for Rural Areas Chapter 53 Section 5311. Subrecipient understands that failure of Subrecipient or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the Subrecipient and the states Formula Grant for Rural Areas Chapter 53 Section 5311. In the event that FTA finds that the project is ineligible for Federal funding, Subrecipient will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the operations of the Subrecipient.

SECTION 7. THE 5311 PROGRAM PROCESS

7.1 Overview The Federal Transit Administration Section 5311 program is a highly regulated Federal-aid program. This section of this Agreement does not intend to set out all requirements

that apply to the program. Instead, this section intends to summarize generally the process that will be used by the parties to carry out the program requirements, understanding that such process is subject to all the specific requirements of the program identified in this Agreement and all the Federal and State laws and interpretive documents that identify program requirements and funding conditions. Accordingly, this section will set out the general process that will be used by the Parties.

7.2 Program Requirements Along with the provisions set out in section 5 of this Agreement, Subrecipient shall meet all requirements applicable to the FTA Section 5311 program funds, such as the requirements and deadlines identified in the following documents, including but not limited to:

- (a) the most current State Management Plan.
- (b) the Title IV Plan.
- (c) the Group Transit Asset Management Plan.
- (d) the Intercity Bus Needs: Subrecipient 5311(f) Consultation.
- (e) the Disadvantaged Business Enterprise (DBE) Plan for FTA Programs.
- (f) the ADA Plan.
- (g) the Drug and Alcohol Policy; and
- (h) the NTD Reporting and Transit Invoice Guidance Manual.

Subrecipient shall coordinate with the State concerning the progress of the project and notify State of any issues that will affect the project schedule. To the extent that any of the controlling documents for the requirements listed in this paragraph are revised, revoked, or reinterpreted by the Federal government in a way inconsistent with current law, the Parties shall make their best efforts to meet such new Federal requirements, and will also meet to discuss the changes, document the conclusions from those meetings, and if necessary, supplement this Agreement.

7.3 The Budgeting Process

7.3.1 The Two-Year Budget Cycle. Prior to the beginning of the first fiscal year in a two-year budgetary cycle, State will request that Subrecipient submit a two-year proposed budget for its local transit program, using the electronic form prescribed by the State. Subrecipient understands that it may only submit costs in its budget that would be eligible for reimbursement under the Federal and State programs. State will review and adjust the proposed budget as it deems necessary and will approve the total two-year budget amounts. The total amount of funds approved for each of the two-years in Subrecipient's budget is set out in Section 7.4.

7.3.2 Limited Funds Available. Subrecipient understands that program funds are limited, and that reimbursements to Subrecipient will be capped at the approved budgeted total dollar amounts for each year established by the State. Any costs above the approved budgetary amount will not be reimbursed.

7.3.3 Payment of Non-Budget Items. At Subrecipient’s request, Subrecipient may be reimbursed for eligible expenses incurred that were not included in the approved budget. Subrecipient understands that the reimbursement of such non-budgetary items will not increase the total approved budgeted amount. Further, Subrecipient understands that when non-budgeted items are paid, Subrecipient will be solely responsible for making up for the monetary difference in the total budgeted amount that will result because of paying the non-budgetary item.

7.3.4 Adjustments to the Approved Budget. State will not reimburse Subrecipient in an amount greater than the total budgeted amount, except when State determines that exceptional circumstances justify a modification of the original budgeted amount. In the rare instance when State determines, in its sole discretion, that an exceptional circumstance justifies a modification of the approved budget, the Parties will enter into a supplemental agreement to reflect the change in the approved total budgeted amount.

7.4 Total Program Costs and Funding Commitments

The total budgeted amount applicable to Subrecipient’s 1-year program is \$1,347,337 as set out in the table below. The detailed budget items included within the FY2026 budget for \$1,347,337 are incorporated by reference herein and attached hereto as **Exhibit “B”**. This agreement will be supplemented to include the FY2027 budget at a later date.

	Federal	State	Local Match	Total
FY2026	\$871,183	\$238,077	\$238,077	\$1,347,337
FY2027	TBD	TBD	TBD	TBD
Total	\$871,183	\$238,077	\$238,077	\$1,347,337

7.5 Incurring Costs

Subrecipient agrees that any costs it incurs for which it seeks reimbursement must be eligible for reimbursement. Subrecipient shall keep appropriate documentation for all costs incurred for which it seeks reimbursement. State may deny reimbursement for any cost that is not eligible for reimbursement under applicable Federal or State reimbursement requirements.

7.6 Monthly Invoices

7.6.1 Subrecipients shall submit monthly invoices for reimbursement to State, in the manner specified by State. Such invoices shall be submitted in the first 10 days of the following month and no later than ten days following State’s approval of the prior month’s invoice. It is the responsibility of the subrecipient to monitor and manage the funding identified in this agreement and ensure that expenditures submitted for reimbursements are accounted for in the detailed budget provided in **Exhibit “B”**.

7.6.2 Subrecipient will develop and follow appropriate business practices to increase the accuracy of cost information provided to State. Subrecipient will routinely spot check

information previously provided submitted to make sure it was accurate. Subrecipient will be solely responsible for the accuracy and legitimacy of all information provided to State by Subrecipient.

7.7 State's FTA Reporting Requirements

After the end of the fiscal year, State is required to provide certain information to FTA concerning Subrecipient's program. Subrecipient must promptly provide monthly invoices and end of year invoices. On or before August 15 of each year, Subrecipient shall submit to State the final invoice(s) for the fiscal year so that State can review and organize the information in time for State to submit its annual report to FTA. Failure to submit the information by August 15th may be a basis for termination of this Agreement.

7.8 Audit

Subrecipient's program and all cost reimbursements are subject to audit. Subrecipient agrees to repay State for any reimbursement that is determined to be ineligible for reimbursement, at any time, for any reason. In the event Subrecipient fails to reimburse State for any costs determined to be ineligible, State may terminate this Agreement and no additional reimbursements will be made until State determines Subrecipient is in full compliance with program requirements, including Subrecipient's repayment of ineligible expenses. If a reimbursement is questioned by State, Subrecipient shall provide additional clarification or documentation to State regarding said reimbursement within 2 business days. In the event additional clarification or documentation is not provided, the reimbursement request will be treated as withdrawn and State will have no obligation to reimburse until appropriate information has been provided to show the expense is proper and eligible for reimbursement.

SECTION 8. SUSPENSION OR TERMINATION

8.1 Suspension

State, in its sole discretion, reserves the right to suspend Subrecipient's program when State determines that there are issues related to responsiveness, quality, program monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by Subrecipient. Suspension of the program may include, but is not limited to, State declaring Subrecipient's continued work on the program ineligible for reimbursement and State discontinuing assistance with and review of Subrecipient's program. State shall provide Subrecipient with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for subrecipient to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for Federal funding for the program and for termination of this Agreement.

8.2 Termination.

This Agreement may be terminated as follows:

- a. State and Subrecipient, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available Federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this program to be prioritized to receive Federal-aid funding.
 2. Subrecipient's failure to meet the requirements for Federal aid found in Federal, State, or local law or policy.
 3. A notice or declaration from FTA or State that any part of the program is or has become ineligible for Federal funding.
 4. Subrecipient's breach of a provision of this Agreement.
- c. Subrecipient may terminate the Agreement upon sixty (60) days written notice of termination to State.
- d. Prior to State terminating this Agreement, State shall provide written notice to Subrecipient of the basis for termination and, when determined applicable by State, provide Subrecipient sixty (60) days to properly resolve all issues identified by State.

SECTION 9. FEDERAL AUDIT REQUIREMENT

- 9.1 The funding for the project under this Agreement includes Federal monies from the FTA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 9.2 Subrecipient shall comply with this Single Audit mandate. Any Federal funds for Subrecipient projects paid directly to contractors and consultants by State, on behalf of Subrecipient, will be reported on State's schedule of expenditures of Federal awards (SEFA) and need not be reported by Subrecipient. If a Part 200 audit is necessary, the expenditure related to the Federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 9.3 If a Part 200 Audit is submitted by Subrecipient, Subrecipient shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 10. INDEMNITY

Subrecipient agrees to hold harmless, indemnify, and defend State and FTA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State

and/or FTA may suffer as a result of claims, demands, costs, or judgments arising out of Subrecipient's project and the terms of this Agreement.

SECTION 11. CONFLICT OF INTEREST LAWS

Subrecipient shall review the Conflict-of-Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict-of-Interest provisions in order for the project to remain fully eligible for State or Federal funding. Subrecipient should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LOCAL OFFICIALS, EMPLOYEES & AGENTS FOR FEDERAL-AID TRANSPORTATION PROJECTS** located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Subrecipient must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR FEDERAL-AID TRANSPORTATION PROJECTS. Exhibit "C"**. This form is located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Consultants and subconsultants providing services for Subrecipient, or submitting proposals for services, shall submit a Conflict-of-Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with consultant or subconsultant having a real or potential conflict of interest on an Subrecipient Federal-aid transportation project.

SECTION 12. DRUG FREE WORKPLACE

Subrecipient shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 13. RECORDS RESPONSIBILITY

Subrecipient shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. Subrecipient shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement. Such records must be available for inspection by State and the FTA or any authorized representatives of the Federal government. Subrecipient shall furnish copies of its file to State, the FTA or any other representatives of the Federal government when requested to do so.

SECTION 14. FAIR EMPLOYMENT PRACTICES

If Subrecipient performs any part of the work on this project, Subrecipient shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "Subrecipient".

SECTION 15. DISABILITIES ACT

Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 16. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

Subrecipient agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

17.1 Policy

Subrecipient shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

17.2 Disadvantaged Business Enterprises (DBEs) Obligation

Subrecipient and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Subrecipient shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts. Subrecipient, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts Subrecipient enters into on this project.

Failure of Subrecipient to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FTA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES

During Subrecipient's performance of work under this Agreement, Subrecipient, for itself, its assignees and successors in interest agrees as follows:

- 18.1 Compliance with Regulations: Subrecipient shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 18.2 Nondiscrimination: Subrecipient, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of

subcontractors, including procurements of materials and leases of equipment.

Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

- 18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 18.4 Information and Reports: Subrecipient shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to State, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 18.5 Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.
- 18.6 Incorporation of Provisions: Subrecipient shall include all FTA certifications in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Subrecipient shall take such action with respect to any subcontract or procurement as State or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Subrecipient may request State enter into such litigation to protect the interests of State, and in addition, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. NEBRASKA PUBLIC RECORDS ACT

This Agreement is made subject to the terms of the Nebraska Public Records Act, Neb. Rev Stat. § 84-712 to 84-712.09. If State receives a public records request for documents or information received from Subrecipient, State will make a reasonable effort to notify Subrecipient so that Subrecipient has an opportunity to assert non-disclosure of such requested materials under Nebraska law. Subrecipient understands that State will disclose records

requested in a public records request when ordered to do so by court order or in accordance with the terms of the Nebraska public records laws.

SECTION 20. STATE'S SOVEREIGN IMMUNITY, CHOICE OF LAW AND JURISDICTION

Notwithstanding any other provision of this Agreement, Subrecipient understands and agrees that (1) the State of Nebraska is a sovereign State and its authority to contract is therefore subject to limitations by constitution, statute and common law, (2) this Agreement will be interpreted under the laws of the State of Nebraska and it is enforceable only to the extent that it does not violate the constitution and the laws of the State of Nebraska, (3) any action to enforce the provisions of this Agreement must be brought in the appropriate forum in the State of Nebraska, (4) the person signing this Agreement on behalf of State has neither the authority, nor the intention, to waive State's sovereign immunity.

SECTION 21. COMPLIANCE WITH ALL LAWS

Subrecipient shall be responsible for all permits, licenses, and approvals necessary for the execution of this Agreement. Subrecipient shall comply with all applicable local, State, and Federal laws, ordinances, rules, orders and regulations. If Subrecipient is found to have been in violation of any applicable Federal, State, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 22. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 23. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Subrecipient this _____ day of _____, 2025.

WITNESS: SCOTTS BLUFF COUNTY

Name

Name

Title

Title

EXECUTED by State this _____ day of _____, 2025.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION
SIGNING OF 5311 PROGRAM AGREEMENT
PI2555

SCOTTS BLUFF COUNTY

Resolution No. _____

Whereas: Scotts Bluff County in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal Transit funding, and;

Whereas: FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

Whereas: Scotts Bluff County as a sub-recipient of Federal and State Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: Scotts Bluff County and Nebraska Department of Transportation wish to enter into a Program Agreement to provide Federal and State funding for Fiscal Year 2026 and 2027 to support rural public transportation services.

Be It Resolved: by Scotts Bluff County that:

Following thorough inspection of the NDOT 5311 Program Agreement,

_____	_____
Name	Title
 is hereby authorized to sign the attached FY2026/2027 5311 Program Agreement between Scotts Bluff County and Nebraska Department of Transportation.	
NDOT Project Number: RPT-C791 (227)	
NDOT Control Number: 51679E	
NDOT Project Description: 5311 FTA Program Funding	
Adopted this _____ day of _____, 20____ at _____ Nebraska.	
(Month)	
The Scotts Bluff County	
_____	_____
_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Master Budget ~ FY2026	FY 2026	5311 Grant Request
	Budget	
	Annual	FY 2026
Budget Items		

NON-OPERATING SERVICES - 3A, 3B, & 3C (80% Federal Funded: 10% State Funded)

	Quantity		
<u>Transit Manager</u>	58153		58,153
Salary Taxes	4335		4,335
Fringe Benefits (Health, 403(b), 401k)	17530		17,530
<u>Operations Manager</u>	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
Transit Director			-
Salary Taxes			-
<u>Administrative</u>	4	181314	181,314
Salary Taxes		13517	13,517
Fringe Benefits (Health, 403(b), 401k)		51653	51,653
<u>Marketing/Planning Staff</u>	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
<u>Accounting Staff</u>	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
<u>Other Staff- County employee-Bus cleaning on weekends (\$17/hr)</u>	5000		5,000
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
<u>Facility (Include Details)</u>			
Building Lease/Rent	0		-
Building Utilities-Bus Barn	15211		15,211
Building Maintenance	1545		1,545
Rent Addition Garage space	0		-
Office Utilities	1030		1,030
Additional Building Maintenance	0		-
<u>Insurance (Include Details)</u>			
Insurance D&O	0		-
Cyber/Social Insurance	0		-
Commercial Auto	0		-
General Liability	0		-
Umbrella/Excess	0		-
Crime Bond (\$100,000 Limit)	0		-
Workmans Compensation	0		-
Renter's Insurance	0		-
Insurance-Auto Liability/physical damage, WC, Bldg & contents	35000		35,000
<u>Technology Systems</u>			
Dispatch Software Demand Response (Annual Maintenance Fees)	18000		18,000
Dispatch Software FlexRoute (Annual Maintenance Fees)	18000		18,000
Internet Service	0		-
Vehicle Cameras	0		-
Phones (LL & Cell)	8000		8,000
2-Way Radios	0		-
Dispatch Vehicle Hardware	0		-
Other	0		-
MaintainX & Quickbooks	5000		5,000
Technology Other			-
Technology Other			-
<u>Marketing/Ads/Promotion</u>			
Vehicle Graphics/Wraps	4	22000	22,000
TV and Radio Marketing	0		-
Printing Services	10000		10,000
General Marketing Services (Include Details)	0		-
Website Development & Maintnenance	1000		1,000
<u>Contracted Services</u>			
Accounting Services (Book Keeping and Payroll)	0		-
Maint Agrmt on Car Washing Bay	1519		1,519
Audit/Accounting/Bank Fees	0		-
Rental	0		-
Contract Maintenance/Repairs - Vehicles (Include Details)	130000		130,000
Contract Maintenance - Facility (Janitorial & Pest Control)	500		500
<u>Travel/Conference Fees/Training (Non-RTAP)</u>			
Training (Operations and Administration Staff)	0		-
Conference Fees	1500		1,500
Instate Travel	1200		1,200

Master Budget ~ FY2026		FY 2026	5311 Grant Request
Budget Items		Budget	
		Annual	FY 2026
Other (Include Details) (airfare, lodging,etc for out of state travel)		5150	5,150
Miscellaneous Other			
Inhouse Vehicle Maintenance/Repairs		2500	2,500
Administrative Fee		0	-
Public Hearing Notices		200	200
Uniforms		0	-
Safety Equipment		0	-
FareBoxes and Small Equipment		0	-
Inhouse Training/Employee Recognition/Workshops		0	-
Bus Stop Maintenance		500	500
Office Supplies		17500	17,500
Memberships (NATP & CTAA Only) NATP \$75+\$10/veh; CTAA \$250+\$25/veh		955	955
Drug/Alcohol Testing/Physicals/Background Checks		1600	1,600
Postal service, office equipment repair; other equipment; copier contract		28969	28,969
Total Administrative Services		658381	658,381

OPERATIONS - 2A & 2B (50% Federal Funded: 25% State Funded)

	Quantity		
Driver Supervisor Wages/Salary		0	-
Salary Taxes		0	-
Fringe Benefits (Health, 403(b), 401k)		0	-
Full-time Drivers' Wages	6	168444.64	168,445
Salary Taxes		12558	12,558
Fringe Benefits (Health, 403(b), 401k)		70492	70,492
Part-time Drivers Wages	14	299978	299,978
Salary Taxes		22363	22,363
Full-time Dispatcher Wages	2	61093.76	61,094
Salary Taxes		4555	4,555
Fringe Benefits (Health, 403(b), 401k)		23831	23,831
Part-time Dispatcher Wages		0	-
Salary Taxes		0	-
Fuel, Lube and Oil		120742	120,742
Misc. Other (Include Details)		0	-
TOTAL OPERATING		784057	784,057

FARE REVENUE - 1A

Fares		
Demand Response	30000	30,000
Flexroute	22000	22,000
Sponsored	12000	12,000
Other (MTM, Modivcare, etc.)	23000	23,000
Other (District 12 Prob)	8100	8,100
Other	0	-
TOTAL FARES	95,100	95,100

NET BUDGET - TOTAL Non-operating + Operating - Fare Revenue

Net Project Costs	1,347,337	1,347,337
-------------------	-----------	-----------

STATE AND FEDERAL 5311 REIMBURSEMENT

Federal Section 5311 Funds	871,183	871,183
State Funds	238,077	238,077
TOTAL FED/STATE FUNDS	1,109,260	1,109,260
Local Match (Equal State Reimb. + 20% of Veh Cost)	238,077	238,077

LOCAL MATCHING FUNDS -1B

FUNDS AVAILABLE TO USE TOWARDS MATCH NEEDED		
Donations	0	-
County	0	-
County	0	-
County	0	-

Master Budget ~ FY2026		FY 2026	5311 Grant Request
Budget Items	Annual	Budget	
			FY 2026
County	0		-
County	0		-
County	0		-
City (Gering)	5000		5,000
City (Scottsbluff)	5000		5,000
City (Terrytown)	1000		1,000
City	0		-
City	0		-
City	0		-
Foundation	0		-
Foundation	0		-
Foundation	0		-
Foundation	0		-
Other (Walmart)	5000		5,000
Other (WNCC)	13000		13,000
Other (District 12 Probation)	8100		8,100
Other	0		-
Other	0		-
Other	0		-
Other (Gering & Scottsbluff Public Schools)	0		-
Medicaid (*Should only be included if Local Match is less than required)	26000		26,000
Medicaid	0		-
Medicaid	0		-
MATCH Funds Available	63100		63,100

Total Reduction

Conflict of Interest Disclosure Form for Transit Agencies

Transit Agency: Scotts Bluff County

Transit Funding Program: 5311

As the Transit Manager for the above Transit Agency, I have:

1. Reviewed the Conflict-of-Interest Guidance Document found on the NDOT website; and
2. Reviewed the Conflict-of-Interest laws, including 23 CFR § 1.33, 49 CFR 18.36 and Neb. Rev. Stat. §§ 49-1401 to 1444 and 49-1493 to 14,104, and in particular, 49-14,101 to 14,103.07; and
3. Reviewed the reverse side of this form, “How Do I Determine Whether I Have a Conflict of Interest?”

And, to the best of my knowledge, determined that, for myself, any official, employee or agent of the Transit System, including family members and personal interests of the above persons, involved with consultant procurement and management of the project there are:

☐ No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to NDOT

☐ Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of Transit System proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to NDOT.

Print Name:

Title:

Signature

Date

Exhibit “C”

How Do I Determine Whether I Have a Conflict of Interest?

The following Sections are provided as guidance to Transit Managers in determining whether a real or potential Conflict of Interest (COI) exists and in disclosing details concerning potential conflicts of interest. Please also review “The Law” and “Definitions” sections of the Guidance Document.

Section 1 – Transit Manager, Employee or Agent COI

Are there any officials, employees or agents of your Transit System who are employed, on a full or part-time basis, by any **Private Business that Provides Goods or Services for Transportation Projects**, or who may currently have, or within the last two years did have, a **Personal Interest**, **Financial Interest** or any **other interest** in such Private Business, as those terms are defined in the Conflict of Interest Guidance Document?

If yes, please list on an attached sheet; (1) the name, address and phone number of the person(s); (2) the title and detailed job description of the position(s) held with Transit System, including whether they have any duties concerning the negotiating, approving, accepting or **administering** of any contract or subcontract for Transit System program; (3) the name, address and phone number of the person(s) employing or interested Private Business(s); (4) the title and detailed job description of the position(s) held with that/those Private Business(s); and/or (5) all information known about the personal, financial and/or other interest of the person(s) in that/those Private Business(s). (For this document, **administering** includes any duties of oversight, contract compliance, evaluation or enforcement, but does not include the duties of paying or processing invoices that are reviewed and approved by others with Transit System.)

Section 2 – Persons Associated with Transit System, Financial or Personal Interest COI

Section 49 CFR 18.36(b)(3) Procurement, extends the potential for conflicts of interest to persons **associated with** an Transit System official, employee or agent. There may be a conflict of interest on a federal-aid program if a person associated with a Transit System official, employee or agent has a **Financial Interest** or **Personal interest** in a **Private Business that Provides Goods or Services for Transportation Projects**. These indirect conflicts of interest can extend to the following persons associated with an Transit System official, employee or agent; (a) any member of his [or her] **Immediate Family**; (b) his [or her] partner; or (c) an organization or Private Business which employs, or is about to employ, the Transit System official, employee or agent, their Immediate Family or partner. Are there any officials, employees or agents of your Transit System who have **persons associated with** them (as listed in the preceding sentence) who are employed, on a full or part-time basis, by any **Private Business that Provides Goods or Services for Transportation Programs**, or who may currently have, or within the last two years did have, a **Personal Interest**, **Financial Interest** or any **other interest** in such Private Business, as those terms are defined in the Conflict of Interest Guidance Document?

If yes, please list on an attached sheet; (1) the name, address and phone number of the person(s) associated with the Transit System official, employee or agent; (2) a detailed description of their relationship to Transit System, including the name, address, phone number and Transit System position held by the official, employee or agent of Transit System; (3) a detailed description of the duties of the official, employee or agent of Transit System, including whether that person(s) has any duties for the Transit concerning the negotiating, approving, accepting or **administering** of any contract or subcontract for the Transit Systems’ federal-aid program; (4) the name, address and phone number of the Private Business(s); (5) the title and detailed job description of the position(s) held with Private Business(s); and/or (6) all information known about the personal, financial and other interest in that/those Private Business(s).

Section 3 – Real Estate COI

Are there any officials, employees or agents of Transit System, or persons associated with the officials, employees or agents, who have an ownership interest in land that may be needed, directly or indirectly, temporarily or permanently, for the construction of a proposed or active federal-aid transportation project (including land that may be needed for contractor’s use or for materials to be used on the project, such as fill material, sand or gravel)?

If yes, please list on an attached sheet; (1) the name, address and phone number of the owner(s); (2) a detailed description of the owner(s) relationship to Transit System, including the name, address and phone number of the official, employee or agent of Transit System; (3) the address, legal description, and a map or aerial photo identifying the location of the property; (4) a description of the potential need or use of this property for the federal-aid program; and (5) a declaration by the Transit System official, employee or agent that they will comply with the third sentence of 23 CFR Section 1.33.

Exhibit “C”