

Federal Transit Administration Section 5304  
Statewide Planning Grant Program  
2024 Program Grant Agreement  
City of Manitowoc  
UEI: RK45L3JJ2GX3

## Grant Agreement

### ARTICLE I: PARTIES TO THE AGREEMENT

This Grant Agreement ("Agreement") is made by and between the State of Wisconsin Department of Transportation ("Department") and the City of Manitowoc ("Recipient").

### ARTICLE II: STATEMENT OF PURPOSE

The Recipient has requested funding to develop a transit development plan ("Project"). Using its authority under Section 85.20, Wisconsin Statutes, to direct, undertake, and expend state and federal aid for planning, promoting, and preserving all modes of transportation, the Department hereby awards the Recipient a grant to develop the plan, using federal funds as authorized under 49 USC Chapter 53, Section 5304 of the Federal Transit Act (CFDA 20.505).

### ARTICLE III: PERFORMANCE PERIOD

The Recipient shall complete the Project funded under this Agreement and submit a final Project invoice to the Department by **6/1/2026**.

If the Recipient fails to complete the Project by this date, the Department may thereafter act to withdraw any uncommitted Project funds.

### ARTICLE IV: GRANT AWARD AMOUNT

The total payment to the Recipient under this Agreement shall not exceed **\$ 38,717.60** (based on a project budget of \$48,397) or 80 percent of total project costs, whichever sum is less.

### ARTICLE V: RECIPIENT RESPONSIBILITIES

- A. The Recipient shall complete the Project consistent with the tasks and details provided in the associated Transit Planning (Section 5304) grant request form approved by the Department. If the Recipient identifies a reason to pursue Project completion otherwise, it shall notify the Department before proceeding further.
- B. Funds granted to the Recipient under this Agreement shall be used to compensate the Recipient and/or any agent of the Recipient for costs incurred, consistent with applicable federal law and with requirements issued by FTA.



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- C. All services required by the Project shall be performed by the Recipient or an agency retained under contract by the Recipient. The Recipient shall notify the Department of any plans for subcontracting on the project prior to entering a subcontracted agreement. Any third-party contract shall be compliant with FTA procurement requirements, and the Recipient shall receive Department approval thereof before any subcontracted Project work may begin. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such work.
- D. 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:

"This project is expected to have up to 80% of the project expenses provided by the Federal Transit Administration under 49 USC §5304 (CFDA 20.505)."
- E. The Recipient shall furnish the Department with one (1) electronic and one (1) hard copy of all final work products, unless the Recipient and the Department agree otherwise in writing.

#### **ARTICLE VI: INVOICES AND PAYMENTS**

- A. The Recipient shall submit to the Department project billings in such detail as the Department may require.
- B. The Recipient shall be responsible for the payment of any contractors, and shall submit reimbursement requests to the Department on a calendar year quarterly schedule. The Department shall review each reimbursement request and shall make payment on it either within 30 calendar days after receipt or, if necessary, after submission of a corrected request.

#### **ARTICLE VII: 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. (See federal OMB Circular No. A-133 and the provisions of OMB A-133 Compliance Supplement)
- B. This audit shall be performed in accordance with federal Circular A-133 issued by the federal Office of Management and Budget (OMB), its Compliance Supplement, and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- A. The Recipient, subrecipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related



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to Project work for inspection by the Department or its designee during normal business hours in their respective offices for a period of three years following final contract payment. The Recipient shall be responsible for ensuring the compliance of all subrecipients, contractors, and affiliates with this provision.

- D. The Recipient shall permit the Department, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation, or their authorized representatives, access to inspect all vehicles, facilities, and equipment acquired or used as part of the Project; all transportation services rendered by the Recipient using such vehicles, facilities, and equipment; and all relevant Project data, documents, and records. The Recipient shall also permit the above-named persons access to audit the books, records, and accounts of the Recipient pertaining to the Project.

#### **ARTICLE VIII: AMENDMENTS**

The parties hereto may from time to time require changes in the scope of services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the Recipient, must be mutually agreed upon by and between the parties, and shall be incorporated as written amendments to this Agreement. Any request by the Recipient for an amendment under this clause must be made in writing to the Department.

#### **ARTICLE IX: PROHIBITED INTERESTS**

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.
- B. No member, officer, or employee of the Department or of the Recipient during his or her tenure or for one year thereafter shall have any personally benefiting interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE X: ARBITRATION**

Any claim, counterclaim or dispute arising out of or relating to this Agreement may, by mutual consent, be submitted to arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State of Wisconsin.

#### **ARTICLE XI: APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin. The Recipient shall comply at all times with and observe all federal and state laws, and local laws, ordinances,



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and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

#### **ARTICLE XII: TERMINATION**

- A. The Department may terminate this Agreement at any time that its Secretary determines that the Recipient or its subcontractor has failed to perform in the manner called for in the contract or has failed to fulfill contract obligations. Failure of the Recipient or its subcontractor to comply with the terms and conditions of its grant application and/or the provisions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement if so directed by appropriate local government bodies for whatever reason such request to terminate is made.
- C. Both parties agree that notice of intent to terminate the Agreement shall be made in writing through return-receipt certified mail at least 30 calendar days prior to the proposed termination date.
- D. In the event that this Agreement is terminated, the Department shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

#### **ARTICLE XIII: WHOLE AGREEMENT**

All attachments and appendices to this Grant Agreement are incorporated herein by annexation. Further, the following documents are incorporated into this Agreement by reference:

1. *Federal Transit Administration Master Agreement, FTA MA(30), November 2, 2022*
2. *Federal Certifications and Assurances for WisDOT 5304 Grant Awards, Calendar Year 2025*

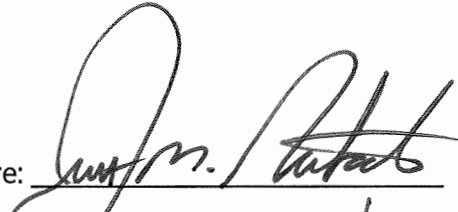
By executing this Agreement, the Recipient affirms that it understands the content of these documents and shall meet its responsibilities thereunder.




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IN WITNESS WHEREOF, the parties have executed this Agreement in the manner most appropriate to each.

**City of Manitowoc**

Signature:   
Name: Justin M. Nickels  
Title: Mayor  
Date: 2/19/25

**STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION**

Signature:   
Ian Ritz, Chief  
Public & Specialized Transportation Section  
Division of Transportation Investment Management  
Date: 3/17/2025