 

Tompkins County / Ithaca-Tompkins County Transportation Council

Special Community Mobility Projects

Application for 2023 Grants

<https://www.tccoordinatedplan.org/special-community-mobility-projects.html>

**Due to ITCTC on Friday, Oct 28, 2022, 4 pm**

**Contact Information**:

Name:

Agency:

Address:

Phone #:

Email:

Website:

1. **Project Name**:
2. **Project Description**:

Type of Project (Please Check One):

Operating Assistance: [ ]

Mobility Management: [ ]

Other Capital Project: [ ]

Planning: [ ]

**Describe the proposed project goals and objectives. Is it a new or continuing project? How will the project be implemented?**

**How will the project serve and benefit target populations (low income, seniors or persons with disabilities)?**

**How will the project coordinate with existing transportation services in the service area?**

C. **Project Budget** (Present the budget including assumptions.)

***Budget Assumptions:***

***(What are the unit prices, cost per trip, cost per person, cost per hour; payment per mile, number of units, trips, hours, instruction hours, etc.)***

**Show Itemize expenses and revenues (add rows as needed)?**

|  |  |  |
| --- | --- | --- |
| Expenses |  |  |
|  |  |  |
| Income |  |  |
|  |  |  |
| Total |  |  |

**Use the SCMP BudgetTool2019 to calculate how Federal funds will be matched?**

**Enter data below:**

|  |  |
| --- | --- |
| Federal Amount Requested |  |
| State Match Funds (if any) |  |
| Local Match Funds |  |
| Local Match In-kind |  |
| Total |  |

**Local match options include cash or in-kind resources. Please describe in detail.**

D. **Project Evaluation**

How will you measure the performance of the project? What are the most important outcomes? Describe criteria you will use to measure the project’s performance.

E. **Certification by Chief Executive Officer of Applicant**

I hereby certify all information and data in this application are true and correct to the best of my knowledge and belief and are supported by our records. I certify, as applicant, we will comply with all applicable Federal requirements.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| Name: | Title: |
| Signature or email: | Date: |

 |
|  |

**Send to Fernando deAragon, ITCTC, 121 E. Court St, Ithaca, NY 14850 or by email** **fdearagon@tompkins-co.org** **before 4 pm on Oct 28, 2022.**

**For technical assistance contact Dwight Mengel, Tompkins County DSS, at: 607-274-5605,** **Dwight.mengel@dfa.state.ny.us** **before Oct 26.**

Special Community Mobility Projects (SCMP)

Questions and Answers

***Q1. What are Special Community Mobility Projects?***

*A1.* Background

Special Community Mobility Projects (SCMP) is a County Program that replaced the former JARC (Job Access & Reverse Commute) Section 5316 Program of the Federal Transit Administration (FTA) in 2013. Federal Transportation Law combined the JARC program with the FTA Section 5307 Urban Formula Program. The Section 5307 funding formula was changed to also allocate money based on the number of people with income under the Federal Poverty Level. Activities previously funded under the Section 5316 JARC program are eligible under Section 5307 Urbanized Area Formula Grants. Special Community Mobility Projects refers to projects eligible under the Section 5307 urban program.

*A2.* Eligible Projects

1. Mobility management: to build coordination among public transportation providers and other transportation service providers carried out by a recipient or subrecipient through an agreement (See 49 U.S.C. 5302(a)(1)(L)). Mobility management does not include operating public transportation services. Mobility management includes:

* + 1. The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals;
		2. Support for short term management activities to plan and implement coordinated services;
		3. The support of State and local coordination policy bodies and councils;
		4. The operation of transportation brokerages to coordinate providers, funding agencies and customers;
		5. The provision of coordination services, including employer-oriented Transportation Management Organizations, Transportation Management Associations, Business Improvement Districts or other like organizations, and Human Service Organizations’ customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;
		6. The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs; and
		7. Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System (GPS) technology, coordinated vehicle scheduling, dispatching and monitoring technologies, as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems. [[1]](#endnote-1)

Mobility management is a capital project activity that consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers. [[2]](#footnote-1)

2. Operating Assistance: “a transportation project to finance planning, capital, and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, including transportation projects that facilitate the provision of public transportation services from urbanized areas and rural areas to suburban employment locations.” [[3]](#endnote-2)

3. Capital: public transit related pedestrian, bicycle, accessible bus stops, signs, and other eligible projects.

***Q2. What is the total funding available for Special Community Mobility Projects.***

A2. Tompkins County has between $90,000 -$110,000 in Federal Transit Administration Section 5307 Urban Formula funds for these projects. In addition, this includes $90,000 for 2019 and unused funds from past grants that may be added to the total amount. Therefore, the estimated available funds are between $90,000 and $110,000. There are matching requirements of 50% to 10% depending on what types of projects are proposed.

Operating Assistance provides Federal funding up to 50% of the cost to operate a transportation service. The local match is 50%. Mobility Management and other capital projects are eligible to receive 80% Federal funding. New York State will provide 10% and the local match is 10%.

Use the SCMP Budget Tool to calculate matches and project budget.

***Q3. What public goals and objectives should SCMP projects fulfill?***

A3. The ITCTC decided to continue to use Tompkins County’s Coordinated Public Transit – Human Services Transportation Plan to identify objectives and priorities for SCMP projects. Although the Coordinated Plan is being revised, the current plan’s objectives and priorities are being used:

A. The Tompkins County Coordinated Plan encourages:
- Local human services transportation planning to reduce duplication, increase service efficiency and expand access for the transportation-disadvantaged populations of low-income, seniors and persons with disabilities.

- Federally-assisted grantees to coordinate their resources in order to maximize accessibility and availability of transportation services; including sharing vehicles and coordinating the use of federally-funded assets.

- Regional planning that extends the Coordinated Plan approach on a regional basis.

B. The basic Coordination Plan strategy is to create coordinated, consumer-oriented, community mobility services aimed primarily at serving the target populations of low-income, seniors and persons with disabilities. Overall priorities include:

· To educate the public and especially target populations about mobility services.
· To train individuals, upon request, how to use mobility services.
· To create one telephone number and portal to make trip reservations for mobility services.
· To increase consumer choice of wheelchair-accessible services.
· To create one fare payment scheme for all travel modes– e.g. EZ Pass.
· To create transparency and increase responsiveness of service providers and to encourage volunteer-driver programs.
. To coordinate community mobility services with existing services, e.g. TCAT bus, Way2Go.
· To promote efficient delivery of public-funded transportation services.
· To improve transportation access to medical services, both in-county and regionally.

***Q4. What is the process and schedule for deciding which Projects are selected for funding.***

A4. Schedule

|  |  |
| --- | --- |
| 10/28/2022, 4 pm | Proposals due to ITCTC office, 121 E Court St by mail or email fdearagon@tompkins-co.org |
| 11/XX/2022, t/b/a | Applicant meeting - purpose: adjust budgets and prepare a recommended program for Coordinated Plan Committee. |
| 11/16/2022,10:00-11:00 am | Coordinated Plan Committee Meeting, review & proposes a program of projects.  |
| 11/17 to 12/1 t/b/a | TCAT/County Work Group to meet & recommends a draft program of projects. |
| 12/20/22, 2 pm | ITCTC Joint Planning and Policy Committee meeting. Planning Committee recommends program of projects. Policy Committee approves final program of projects. |

***Q5. What Federal requirements apply to an agency that receives FTA funds?***

A5. The short answer is many Federal laws and requirements apply to successful applicants for FTA Section 5307 funds. Tompkins County is the direct recipient of federal funds from the Federal Transit Administration. The County will execute a contract with successful applicants to award the federal funds and to pass down all applicable federal requirements.

The County is held responsible by FTA for the performance of all third-party contractors of federal funds. Therefore, the County takes its oversight function of all contractors seriously. The County will provide technical assistance to assist sub-recipients to comply with applicable Federal laws and requirements.

There are requirements applicable to all sub-recipients and third-party contractors. Participants are encouraged to review all Federal legislation, regulations, and guidance that apply to your proposed Project.

All expenses and claims for reimbursement by third-party contractors will be examined by the County. Back-up documentation must be furnished to the County before claims will be processed. Any in-direct cost rate greater than 10% must be pre-approved by the County.

**Q6. *What does “low income” mean? What is 150% of the Federal Poverty Level? What does “increase service efficiency and expand access” to transportation services for people with low income mean?***

One objective of the former Job Access & Reverse Commute Program was “to increase service efficiency and expand access” to mobility services for individuals with low income. Low Income was defined of being at or under **150% of the current Federal Poverty** **Level** shown in the table below. People with low incomes, seniors and individuals with disabilities are identified as three target populations having the least access to affordable mobility. This does not mean that Federal funds are restricted to only benefit these target populations.

For example, when marketing a ridesharing program, it is essential to create a supply of drivers. Using Federal funds to recruit drivers, to organize a volunteer driver network or to partially compensate mileage costs for volunteer drivers is a useful strategy to build a supply of drivers to serve demand, including people with low income, seniors and individuals with disabilities. By building up the supply of market-priced mobility services appealing to the general public, we are able to target limited public monies to subsidize access by people with low income, seniors and individuals with disabilities.

Do you have more questions? Contact Dwight Mengel at Dwight.mengel@dfa.state.ny.us, or by phone (607) 274-5605.



1. Urbanized Area Formula program: Program Guidance and Application Instructions, FTA C 9030.1E, Page IV-6. [↑](#endnote-ref-1)
2. FTA C9030.1E, 1/16/2014, p I-5 [↑](#footnote-ref-1)
3. <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL_FTA_circular9030.1E.pdf>

 page IV-20-21.

The attached Standard Federal Clauses will be included in all County SCMP agreements. These required Federal clauses may be revised or new ones added as required to ensure compliance with all applicable federal regulations.

EXHIBIT A.

Standard Federal Clauses

Incorporation of Federal Transit Administration (FTA) Terms - the following provisions include, in part, certain Standard Terms and Conditions required by the US Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

**1. Access to Records & Reports**

The Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**2. Federal Changes -** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

##### 3. Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (***Tompkins County***) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**4. No Obligation by the Federal Government.**

(1) The Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**5. Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**6. Termination – See termination clauses in paragraphs 9 & 10, in main body of agreement.**

**7. Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing this agreement, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Tompkins County.** If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Tompkins County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**9. Civil Rights -** The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**10. Disadvantaged Business Enterprise**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*  The County’s agency’s overall goal for DBE participation is 1 **%.**  A separate contract goal has notbeen established for this agreement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.  The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract.  Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Tompkins County deems appropriate.  Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). They will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the County. In addition,the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the County and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

e. The contractor must promptly notify the County,whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Tompkins County.

**11. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Tompkins County requests which would cause Tompkins County to be in violation of the FTA terms and conditions.

 [↑](#endnote-ref-2)