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CALENDAR YEAR 2018 SPECIALIZED TRANSPORTATION ASSISTANCE GRANT AGREEMENT BETWEEN THE STATE OF WISCONSIN AND THE COUNTY OF MILWAUKEE

This Grant Agreement is made and entered into between the State of Wisconsin, Department of Transportation, hereinafter referred to as "Department" and the County of **MILWAUKEE**, hereinafter referred to as "Recipient."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1)(cr), Wis. Stats., appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of seniors and individuals with a disability residing in each county compared to the total number of seniors and individuals with a disability residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, Recipient has applied to the Department for its proportionate share.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

The term of this Grant Agreement shall extend from January 1, 2018, through December 31, 2018.

SECTION II: PAYMENT BY THE DEPARTMENT

The Department agrees to pay the Recipient **\$2,162,873.00** following the execution of this Grant Agreement subject to the provisions of Chapter TRANS 1.08(3), Wis. Admin. Code.

SECTION III: RESPONSIBILITY OF THE RECIPIENT

A. The Recipient agrees to undertake and complete the transportation project(s) as described in its annual application and approved by the Department, which is hereby incorporated by reference into this Grant Agreement. Recipient may amend its application during the effective period of this Grant Agreement with the Department's concurrence. The Recipient agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of that county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability.

- B. The Recipient agrees that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The Recipient agrees to appropriate a local match of at least \$432,574.68 to match the state assistance it receives under this Grant Agreement. No in-kind services, no federal or state categorical financial aids and no passenger revenue shall be allowed as part of the county match.
- D. Recipient agrees to expend the local match amount within the term of this Grant Agreement, on the projects described in its annual application and approved by the Department. No portion of the local match amount may be placed or held in Trust.
- E. The Recipient assures that it will use the state assistance granted under this Grant Agreement and its appropriated match only to assist specialized transportation services outlined in its grant application. If excess capacity is available on these services, the Recipient may make this capacity available to persons who are neither elderly nor disabled.
- F. Equipment purchased with state assistance under this Grant Agreement must be used in the performance of specialized transportation services for the duration of its useful life. The Recipient shall reimburse the Department for the state's share of the value of such equipment if it is sold or removed from specialized transportation service prior to the end of its useful life unless the proceeds are spent for replacement equipment or for transportation services described in the Recipient's current or amended application.

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Grant Agreement. Program income includes passenger donations, fares and copayments. Program income earned within the term of this Grant Agreement, must be used to offset expenses incurred in transportation activities receiving assistance under this Grant Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT STATE AID

Expenditures shall be reimbursable from the assistance under this Grant Agreement if they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the Recipient's application and all other provisions of this Grant Agreement;
- B. Be necessary in order to accomplish the project(s) described in the Recipient's application;
- C. Be reasonable in amounts for the goods or services purchased;
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred);

- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this Grant Agreement;
- F. Be in conformance with the cost standards set forth in the Attachment to this Grant Agreement; and
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID BALANCE

The Recipient agrees to refund to the Department the balance of state aid received under Section II of this Grant Agreement and the amount of the state grant actually expended as of December 31, 2018. Such a refund shall be paid to the Department by not later than June 30, 2019.

SECTION VII: RECORDS AND AUDITS

- A. The Recipient and any organizations to which it gives its financial assistance under this Grant Agreement shall establish and maintain accounts for the specialized transportation services receiving assistance under this Grant Agreement. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this Grant Agreement.
- B. All costs charged to the assistance covered by this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years beyond the close of the grant and shall be available upon request to the Department, its officials, employees or designees for inspection and audit purposes.
- D. 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 Code of Federal Regulation 2 CFR Part 200).
- E. This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.

SECTION VIII: REPORTING REQUIREMENTS

- A. The Recipient shall submit <u>quarterly</u> reports to the Department using forms supplied by the Department. The reports shall be submitted to the department within the month that follows the end of each three-month period.
 - a. The first period shall cover January 1-March 30; due no later than April 30, 2018.
 - b. The second period of April 1- June 30; due no later than July 31, 2018.
 - c. The third period of July 1 September 30; due no later than October 31, 2018.
 - d. The final period shall cover October 1 December 31; due no later than January 31, 2019.
- **B.** The Recipient shall also submit an annual financial report for each of the transportation projects receiving assistance under this Grant Agreement, using forms supplied by the Department. The annual report shall be <u>due no later than March 31, 2019.</u>

SECTION IX: THIRD-PARTY CONTRACTS

- A. Recipient may not use the aids under this Grant Agreement to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for collection and review by the Department, its officials, employees or designees upon request.

SECTION X: TERMINATION

- A. The Department may terminate this Grant Agreement at any time that it determines that the purpose of the assistance program, as expressed in s.85.21 (1), Wis. Stats., is not being fulfilled. Failure of the Recipient to comply with the terms and conditions of this Grant Agreement or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered to conflict with the purpose of the assistance program. The Recipient may also terminate this Grant Agreement by formal action of its Board of Supervisors.
- B. In event that this Grant Agreement is terminated by either party, the Department agrees to reimburse Recipient for the state share of eligible costs incurred prior to the termination date. Notwithstanding any other provision of this Grant Agreement, Recipient shall refund any state assistance received under this Grant Agreement that has not been spent or retained in full accordance with this Grant Agreement; s.85.21, Wis. Stats., and any applicable administrative rule.
- C. Both parties agree that a notice of intent to terminate shall be made by "return-receipt certified mail" at least 30 days prior to the proposed termination date.

STATE OF WISCONSIN

Corporation Counsel

SECTION XII: EXECUTION

Date

IN WITNESS WHEREOF this Grant Agreement shall become effective upon its complete execution by the Department and the Recipient.

DEPARTMENT OF TRANSPORTATION By Aileen Switzer, Administrator Division of Transportation Investment Management **COUNTY OF MILWAUKEE** Approved as to Execution 1/30/2018 Corporation 20 ounsel Date Pursuant to 59.255(2)(3) Wisc. Statutes DocuSigned by: 1/31/2018 Date DocuSigned by: James Martin 1/31/2018 Interim Director, Dept of Transportation Date Pursuant to 59.17(2)(b)(4) Wisc. Statutes DocuSigned by: Chris Abele 1/31/2018 County Executive Date Pursuant to 59.42(2)(b)(5) Wisc. Statutes

Date

Attachment I - COST STANDARDS

Allowable Costs

<u>L</u>ABOR. Wages paid to employees in exchange for labor. These are wages that are typically paid to drivers; passenger aides or escorts (but <u>not</u> volunteers); dispatchers; service coordinators or brokers; mechanics; administrative, planning or other technical personnel.

FRINGE BENEFITS. Payments to others on behalf of employees or payments to employees for something other than their performance of work. Fringe benefits are payments on behalf of the employees to other parties such as an insurance company or a governmental tax authority. These payments are for FICA, pension plans, medical and dental insurance, and other insurance plans. Fringe benefits may also include payments to employees for something other than work such as paid sick leave, paid holidays, and paid vacation.

MATERIALS AND SUPPLIES. The cost of materials or supplies consumed from inventory or purchased for immediate use. Materials and supplies include tangible products such as fuel and lubricants; tires; equipment maintenance supplies and spare parts; and office supplies. Freight-in charges, discounts, and sales tax are to be included.

<u>UTILITIES</u>. Payments to utility companies for their resources. Payments to utilities are made for such resources as gas, water, electricity, telephone service, etc.

<u>LIABILITY AND CASUALTY COSTS</u>. Payments for insurance programs that protect a project from losses incurred or caused by the project; payments to others for their losses caused by the project.

TAXES. Taxes levied on a project by federal, state, and local governments, but not including income taxes.

<u>PURCHASED TRANSPORTATION SERVICE</u>. Payments to other organizations for the provision of transportation service. Other organizations would typically include another county agency; a "Section 5310" grantee or other private, nonprofit corporation; a public transit system; or private contractors such as school bus operators, taxi firms, or lift-equipped van services.

OTHER PURCHASED SERVICES. Payments to other organizations for services supporting the provision of specialized transportation service. Other purchased services could include maintenance of vehicles or other related equipment; professional and technical services; advertising or promotion; printing; custodial services; temporary help; accounting and auditing.

<u>LEASES AND RENT.</u> Payments for the use of equipment or facilities owned by other organizations. Items typically leased or rented include vehicles; two-way radio equipment; and office or storage space.

PURCHASE OF EQUIPMENT. Purchase of equipment with which to provide specialized transportation service.

Specialized transportation typically includes passenger-carrying vehicles; vehicle mounted wheel-chair loading and securement devices; two-way radio equipment; office and maintenance equipment; and other durable goods or equipment used in the provision of specialized transportation service. If equipment is shared with nonspecialized transportation functions, then only that part of the equipment's cost which is proportional to its use in specialized transportation is eligible.

TRAVEL. This cost includes the expenses of transportation, meals, out-of-town lodging and related expenses such as parking that are incurred by employees, volunteers and other individuals as authorized by the county. Travel is allowed for: specialized transportation service provided by project employees or volunteers to eligible passengers; official business of the project; and travel by elderly or disabled, using personal or other available means of transportation, when authorized by a project (includes "user-side" subsidies).

INTEREST. Interest on money borrowed over a short term (one year or less) for operating expenses or over a long term (more than one year) for equipment purchases.

<u>ADVERTISING</u>. Cost of media such as newspapers, magazines, newsletters, radio, television, direct mailing, posters, handouts, etc. The subjects of advertising may include the recruitment of paid or volunteer personnel; solicitation of bids for goods and services; sale or disposal of property or services; announcements of hearings or other public meetings; and the announcements of service information such as routes, schedules, contact persons, etc. All advertising must pertain to the projects of specialized transportation.

<u>VOLUNTEER HONORARIUMS AND RECOGNITION E</u>VENTS. Costs of gifts, mementos, dinners and ceremonies in recognition of volunteered services. No more than one event or group of presentations per project per year shall be eligible under this Grant Agreement.

<u>SUBSCRIPTIONS AND MEETINGS</u>. The cost of books and periodicals are allowable if they directly pertain to the management, planning and operation of transportation services. Such items must be procured for agency, and not individual, use. Meeting or conference fees are allowable when the primary purpose of the meeting is the dissemination of technical information. Fees for conferences or meetings designed to influence legislation are not allowed.

Unallowable Costs

<u>DEPRECIATION</u>. Depreciation accrued by public operators, depreciation on facilities or equipment purchased with public (federal, state or local) capital grants, depreciation on an intangible asset, and depreciation in excess of the rate used for income tax purposes.

ENTERTAINMENT. The costs of amusements, social activities, and related costs.

FINES AND PENALTIES. Costs resulting from violations or failures to comply with laws and regulations.

CHARITABLE CONTRIBUTIONS AND DONATIONS.

BAD DEBT. Losses arising from uncollectible accounts or other claims.

RESERVE FUNDS FOR FUTURE EXPENSES. State aid may not be saved or carried-over from one year to another for any purpose.

LOBBYING. The cost of any activity designed to influence law making is not allowable.

<u>ADVISORY COMMITTEES OR COUNCILS.</u> The cost of advisory committees or councils is not allowed, except when the function of such groups is solely to advise or assist in the preparation of a technical study. The life or term of any such group may not exceed the term of the study.

GENERAL PUBLIC ADMINISTRATION. The general cost of county or local government as it incidentally pertains to the activities covered by this Grant Agreement, is not allowed. This typically would include meetings of the county board and its subcommittees and activities of general county administrative positions not covered by an indirect cost allocation or time study.

CONSTRUCTION. The cost of building or modifying fixed facilities such as garages, shelters and other buildings is not allowed.

LAND ACQUISITION.



Certificate Of Completion

Envelope Id: 4F1830A61CA741DCB0957C4691AEFDCF

Subject: Please DocuSign: 2018 Transportation Assistance Grant 85.21 WisDOT.pdf

Source Envelope:

Document Pages: 8

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Judith Pingel

633 W. Wisconsin Ave.

Suite 901

Milwaukee, WI 53203

judith.pingel@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

1/26/2018

Holder: Judith Pingel

Paul D. Englitsch

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Signatures: 4 Initials: 0

judith.pingel@milwaukeecountywi.gov

Location: DocuSign

Signer Events Signature

Paul D. Kuglitsch

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott B. Manske

comptrollersignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Martin

james.martin@milwaukeecountywi.gov

Security Level: Email, Account Authentication

(None)

DocuSigned by:

James Martin

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Viewed: 1/30/2018

Signed: 1/30/2018

Sent: 1/30/2018

Viewed: 1/31/2018

Signed: 1/31/2018

Viewed: 1/31/2018

Signed: 1/31/2018

Sent: 1/31/2018

Electronic Record and Signature Disclosure:

Accepted: 3/2/2017

ID: f0d8030f-7ec5-4ba0-9662-1c029fae70d7

Chris Abele

cabele@milwcnty.com

County Executive

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSianed by:

Clinis Abele

2E580B33A2CC443...

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Sent: 1/31/2018

Viewed: 1/31/2018

Signed: 1/31/2018

Signer Events
Corporation Counsel
corpcounselsignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp	
Editor Delivery Events	Status	Timestamp	
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Intermediary Delivery Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	1/31/2018	
Payment Events	Status	Timestamps	
Electronic Record and Signature I	Disclosure		

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Sent: 1/31/2018

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Itequired hardinare	
Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	 Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to
 receive from exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to me by Wisconsin Milwaukee County during the course of my relationship
 with you.