

CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

| | | | |
|---|----------------------------------|---|-------|
| Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus | CONTRACT TYPE | | |
| | Professional Service - Operating | | |
| | Professional Service - Capital | | |
| | Purchase of Service | | |
| | Preliminary | X | Final |

| | | |
|-----------------------------|------------|-----------------------|
| DEPARTMENT NAME | AGENCY NO. | DEPARTMENT (HIGH) ORG |
| MCDOT - Transit/Paratransit | 560 | 5600 |

VENDOR INFORMATION

| | | | | |
|------------|------------|--------|-------|--------------|
| VENDOR NO. | ORDER TYPE | NEW or | AMEND | CONTRACT NO. |
| WisDOT | | X | | TBD |

| | |
|---|---|
| NAME OF VENDOR | ADDRESS |
| State of Wisconsin Dept of Transportation | WisDOT - Transit Section |
| | 4822 Madison Yards Way, 6th Floor South |
| | Madison, WI 53705 |

| | | | | |
|--------------|--|-----------------------------------|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES: begin date end date | LENGTH OF CONTRACT (IN MONTHS) | AMENDMENT ONLY: DOLLAR CHANGE | TOTAL CONTRACT AMOUNT |
| | 01/01/19 12/31/19 | 12 | | \$ 1,398,579.00 |

ACCOUNTING INFORMATION

| Year to be Expended | Line No | Fund | Agency | Org Unit | Activity | Function | Object | Job Number | Report Cat | Units | Amount to be Expended/ Amendment |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|----------------------------------|
| 2019 | | 0083 | 560 | 5901 | | | 8123 | | | | \$ 1,398,579.00 |
| | | | | | | | | | | | |
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PURPOSE OF CONTRACT

This is a contract being entered into between Milwaukee County and WisDOT for the 2019 Section 85.205 Urban Mass Transit Paratransit Assistance Program. Execution of this contract will allow Milwaukee County to realize \$1,398,579 in revenue from the State of Wisconsin. There is no budgetary fiscal impact from approval of this contract as the expenditures and revenues were included in the 2019 Operating Budget for Org. Unit 5600 Transit/Paratransit. This is simply recognition of actual revenue in support of the program, there is no revenue object to encumber because revenue cannot be encumbered (REF: Org 5901 Obj 2299). If an expenditure object is needed for reference purposes, Paratransit Services are primarily purchased through Org 5901 Obj 8123.


Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? MCCGO 56.06(1) and 2019 adopted budget.

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

| | | |
|--|----------|---|
| Steve Nigh | 03/26/19 | Sr. Manager Grants Development, MCDOT |
| Prepared By | Date | Title |
|  | 3/27/19 | Deputy Director, Department of Transportation |
| Signature of County Administrator | Date | Title |



Wis. Stats. 85.205
Urban Mass Transit Assistance – Paratransit Supplemental Aid
2019 Program Grant Agreement
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Grant Agreement Information and Signature Page

Parties to the Agreement:

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

Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2019 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2019 through December 31, 2019

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$1,398,579**.

This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

(Please attach additional signatures on a separate sheet, if required by local regulations)

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53705

Signature: ***** ATTACHED *****

Name:

Title:

Date:

Contact:

Signature:

Name: Ian Ritz

Title: Chief, Transit Section

Date: _

Contact: (608) 266-0189



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Grant Agreement Outline

Section I: RESPONSIBILITIES OF THE DEPARTMENT

A general statement of the Department's responsibilities to the Recipient.

Section II: RESPONSIBILITIES OF THE RECIPIENT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

Section III: ACCOUNTING, RECORDS, AND AUDIT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) financial accounting and record-keeping requirements, record maintenance and reporting requirements, and audit procedures.

Section IV: TERMINATION OF AGREEMENT

Statements concerning various ways this Grant Agreement may be terminated.

Section V: ADDITIONAL DOCUMENTS

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.

The Recipient must review and understand each additional document.



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Grant Agreement

Main Provisions

Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

Section II: RESPONSIBILITIES OF THE RECIPIENT

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. The Recipient agrees to pay the total operating deficit of the Transit System as its bills become due. If the Recipient contracts for mass transit service with a privately-owned company, the Recipient shall pay the privately-owned company in accordance with actual monthly operating expenses.
- C. The Recipient shall require the Transit System to provide reduced-fare programs for elderly and handicapped persons during nonpeak hours, and shall ensure compliance with that requirement. Such reduced fares may not exceed one-half of the full adult cash fare applicable during peak hours of operation. This requirement is not applicable if the recipient's mass transit system is a shared-ride taxi system.
- D. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- E. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.



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- F. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.
- G. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- H. The Recipient shall, if other local public bodies contribute assistance to the operation of the Transit System, allocate the state aids received under this Contract among the contributors in proportion to their contributions as shown in Attachment A.

Section III: ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.
- C. The accounts and records as required above shall be retained for a period of three years after final payment and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all



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transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

Section IV: TERMINATION OF AGREEMENT

- A. The Department may terminate this Grant Agreement at any time that the Department determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination, not to exceed 60% of the total operating costs.



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Section V: ADDITIONAL DOCUMENTS

A. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement.

1. Program-Specific Requirements
2. Attachment A: Schedule of Payments



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Program-Specific Requirements

Wis. Stats. 85.205

Section I: PROJECT REQUIREMENTS

- A. The Recipient is responsible for providing "comparable transportation service required by the federal Americans with Disabilities Act for individuals with disabilities who are unable to use fixed route transportation services."
- B. The Department agrees to pay the Grant Agreement maximum, as identified on the Information and Signature page.

This Grant Agreement will be amended to reduce state payments if sufficient funds are not made available under sec. 20.395, Wis. Stats.

- C. Payments from The Department to the Recipient shall be made in accordance with Attachment A, subject to the maximum payment listed on the Information and Signature page of this Grant Agreement.
- D. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum as started on the Information and Signature Page, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed on the Information and Signature Page of this Grant Agreement.
- E. The Department may withhold payments to the Recipient if the Recipient has not filed reports as required, until the report is filed in the manner and form prescribed.
- F. The Recipient shall send to the Department all draft contracts between the Recipient and any third-party vendor receiving funds under this agreement. The Department shall review such draft contracts and determine their conformance with the provisions of this agreement. Upon authorization by the Department, the Recipient may execute such contracts.
- G. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient



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may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.

- H. The Recipient agrees that the Transit System will be managed and operated in accordance with the provisions of the Transit Management Plan contained in the Recipient's 2018 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2018 Transit Management Plan may be proposed by either the Recipient or the Department.
- I. A request by the Recipient to modify the 2018 Transit Management Plan must be submitted in writing to the Department in a manner prescribed by the Department, and must be received by the Department at least 14 calendar days prior to the planned implementation date of the proposed change.
- J. If the Department determines that a proposed modification is a "substantive change" to the 2018 Transit Management Plan, and if the Department approves such a "substantive change," the Department shall prepare an amendment to this Grant Agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the 2018 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed by both the Recipient and the Department.
- K. If the Department determines that a proposed modification to the 2018 Transit Management Plan is a "non-substantive change," the Department shall authorize the Recipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.
- L. A request by the Department to modify the 2018 Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of such a request, the Recipient shall respond to the Department's request. If the Recipient agrees to the Department's request, then this Grant Agreement will be modified accordingly and the change implemented.
- M. WisDOT Contact:



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Title: Public Transit Section Chief
Address: Attn: Ian Ritz
Department of Transportation
Division of Transportation Investment Management
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53705
Contact: (608) 266-0189 | ian.ritz@dot.wi.gov

COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.



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Attachment A: Schedule of Payments

Wis. Stats. 85.205 – Urban Mass Transit Assistance – Paratransit Supplemental Aid

A. Schedule of Payments:

| Period | Scheduled Amount | Estimated Payment Date |
|---------------------------|-------------------------|-------------------------------|
| Calendar Year 2018 | \$1,398,579 | March 15, 2019 |



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COUNTY OF MILWAUKEE

Approved as to Execution

DocuSigned by:
Paul D. Englitsch 3/29/2019
Corporation Counsel Date

Pursuant to 59.255(2)(3) Wisc. Statutes

DocuSigned by:
[Signature] 3/29/2019
Comptroller Date

DocuSigned by:
Donna Brown Martin - Director 3/29/2019
Director, Dept of Transportation Date

Pursuant to 59.17(2)(b)(4) Wisc. Statutes

DocuSigned by:
[Signature] 4/1/2019
County Executive Date

Pursuant to 59.42(2)(b)(5) Wisc. Statutes

DocuSigned by:
David N. Farwell 4/1/2019
Corporation Counsel Date

Certificate Of Completion

Envelope Id: 2B3FCA6DB30B4C40B349ABE77F9459E8
 Subject: Please DocuSign: 2019 85.205 ParatransitOperating Assistance .pdf
 Source Envelope:
 Document Pages: 12 Signatures: 5
 Certificate Pages: 2 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Judith Pingel
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 judith.pingel@milwaukeecountywi.gov
 IP Address: 204.194.251.5

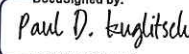
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Status: Original
 3/28/2019 9:21:52 AM
 Holder: Judith Pingel
 judith.pingel@milwaukeecountywi.gov
 Location: DocuSign

Signer Events

Paul D. Kuglitsch
 corpcounselsignature@milwaukeecountywi.gov
 Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 Paul D. Kuglitsch
 57104007A18A423...

Timestamp

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 Signed: 3/29/2019 12:43:54 PM

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Electronic Record and Signature Disclosure:
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Scott Manske - Comptroller
 comptrollersignature@milwaukeecountywi.gov
 Comptroller
 Milwaukee County
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Electronic Record and Signature Disclosure:
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Donna.BrownMartin - Director
 donna.brownmartin@milwaukeecountywi.gov
 Director, Department of Transportation
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

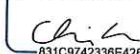
 Donna.BrownMartin - Director
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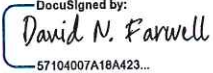
Chris Abele, County Executive
 cexsignature@milwaukeecountywi.gov
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

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| Signer Events | Signature | Timestamp |
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| David N. Farwell corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5 | Sent: 4/1/2019 3:00:07 PM Viewed: 4/1/2019 3:43:22 PM Signed: 4/1/2019 3:43:58 PM |
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| In Person Signer Events | Signature | Timestamp |
|-------------------------------------|------------------|---------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| 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 | 4/1/2019 3:00:07 PM |
| Certified Delivered | Security Checked | 4/1/2019 3:43:22 PM |
| Signing Complete | Security Checked | 4/1/2019 3:43:58 PM |
| Completed | Security Checked | 4/1/2019 3:43:58 PM |
| Payment Events | Status | Timestamps |