

FOR MILWAUKEE COUNTY WISCONSIN.

Approved as to Execution
DocuSigned by:
Paul D. Kuglitsch 6/8/2016
2BE87A71B2AE4E5...
Corporation Counsel Date
corp counselsignature@milwcnty.com

Pursuant to 59.255(2)(3) Wisconsin Statutes
DocuSigned by:
[Signature] 6/8/2016
F7354A95DB0643E...
Comptroller Date
comptrollersignature@milwaukeecountywi.gov

Director, Department of Transportation
DocuSigned by:
Brian Dranzik 6/8/2016
DC99BD388A79433...
Brian.Dranzik@milwaukeecountywi.gov Date

Pursuant to 59.17(2)(b)(4) Wisconsin Statutes

County Executive Date
cabele@milwcnty.com

Pursuant to 59.42(2)(b)(5) Wisconsin Statutes

Corporation Counsel Date
corp counselsignature@milwcnty.com



Wis. Stats. 85.20
Urban Mass Transit Assistance - Operating
2016 Program Grant Agreement
Milwaukee County

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 Milwaukee County ("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 2016 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2016, through December 31, 2016

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$64,193,000.**

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
4802 Sheboygan Avenue, Room 951
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

Signature: _____

Name: Aileen Switzer

Title: Division Administrator

Date: _____

Contact: (608) 266-0189



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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 each additional document and initial that the Recipient has reviewed and understands the content and responsibilities included in the additional documents.



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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 any and all 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 shall require the Transit System to determine "total passenger trips" taken during the calendar year in accordance with the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and with the provisions of the Transit Management Plan contained in the



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Recipient's 2016 application for operating assistance which is made part of this Contract by reference, and shall ensure compliance with that requirement.

- F. 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.
- G. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.
- H. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.
- I. 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.
- J. 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



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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 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 Secretary of the Department of Transportation 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

Initial next to each item to indicate that you understand both the content and your responsibilities according to each document.

A. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement – review each document and initial that you understand both the content and your responsibilities under each:

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



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Program-Specific Requirements

Wis. Stats. 85.20 – Tier A Systems

Section I: PROJECT REQUIREMENTS

- A. The Department agrees to pay the lesser of:
1. The Grant Agreement maximum, as identified on the Information and Signature page.
 2. The nonfederal share of the Recipient's audited operating deficit.
 3. Five times the amount of the Recipient's local contribution as defined under sec. 85.20(4m)(b), Wis. Stats. This provision does not apply if the transit system is a shared-ride taxi system.

The Recipient's combined state and federal operating assistance shall not exceed 60% of audited operating expenses. The Department shall determine the Transit System's operating expenses and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles and practices. The allowable federal share of the operating deficit will also be determined by the Department. The Department may reduce state payments if requested reimbursements are expected to result in assistance exceeding 60% of operating expenses.

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

- B. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
- 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. During the audit process, an adjustment of payments will be made based upon the year-



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end financial statement submitted by the Recipient. The year-end financial statement shall reflect the operating revenues and expenses incurred by the Transit System for the Period of Performance after the books for that year have been closed. If, based on the year-end financial statement, payments made by the Department are less than the contracted amount of eligible operating expenses of the Transit System, and less than the nonfederal share of the operating deficit of the Transit System, the Department will pay the Recipient the amount withheld per Attachment A, or a sum sufficient to bring the Department's total payments, when combined with the federal share, to 60% of eligible operating expenses, or a sum sufficient to bring the Department's total payments up to the nonfederal share of the operating deficit, whichever sum is less.

- E. 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.
- F. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.
- G. 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.
- H. 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 may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
- I. 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 2016 application for operating assistance and that the full application is



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made part of this Grant Agreement by reference. Modifications to the 2016 Transit Management Plan may be proposed by either the Recipient or the Department.

- J. A request by the Recipient to modify the 2016 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.
- K. If the Department determines that a proposed modification is a "substantive change" to the 2016 Transit Management Plan, and if the Administrator of the Division of Transportation Investment Management 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 2016 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed by both the Recipient and the Administrator.
- L. If the Department determines that a proposed modification to the 2016 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.
- M. A request by the Department to modify the 2016 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.

N. WisDOT Contact:

Title: Program Manager for Public Transit
Address: Attn: Ben Vondra, 5311 Program Manager
HFSB/DTIM/BTLRRH, Room 951
P.O. Box 7913
Madison, WI 53707-7913
Contact: (608) 266-0560 | benjamin.vondra@dot.wi.gov



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Attachment A: Schedule of Payments

Wis. Stats. 85.20 – Urban Mass Transit Assistance

A. Award Details:

Total Budgeted Expenses	\$155,451,968
Total Anticipated Revenues	- \$45,803,159
Total Anticipated Net Deficit	= \$109,648,809
5307 Grant Allotment	\$18,076,767
85.20 State Assistance	\$64,193,000
*Estimated Local Match	\$22,595,707

*Local Share estimated, actual expenses and revenues will determine the local contribution.

B. Schedule of Payments:

Period	Scheduled Amount	Estimated Payment Date
1st Quarter	\$ 16,048,250	June 30, 2016
2nd Quarter	\$ 16,048,250	July 31, 2016
3rd Quarter	\$ 16,048,250	September 30, 2016
4th Quarter	\$ 16,048,250	December 31, 2016
*10% Holdback	\$	Completion of WisDOT Audit
Total	\$ 64,193,000	

*10 percent of grant maximum withheld until the completion of the WisDOT audit.

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	4802 Sheybogan Ave
	PO Box 7999
	Madison, WI 53707

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/16 12/31/16	12		#####

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
2016		0083	560	5901			8123				#####
2016		0083	560	5605			8201				#####

PURPOSE OF CONTRACT

This is a contract being entered into between Milwaukee County and WisDOT for the 2016 Section 85.20 Urban Mass Transit Operating Assistance Program. Execution of this contract will allow Milwaukee County to realize \$64,193,000 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 2016 Operating Budget for Org. Unit 5600 Transit/Paratransit. This is simply recognition of actual revenue in support of MCTS fixed-route and paratransit operations, there is no revenue object to encumber because revenue cannot be encumbered (REF: Orgs 5605 and 5901; Obj 2299). If an expenditure object is needed for reference purposes, fixed-route services are purchased through Org 5605, Object 8201 and paratransit services are 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? Board approval being requested July 2016 cycle

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	05/25/16	Sr. Mgr Grants Development - MCDOT
Prepared By	Date	Title
	5/26/16	
Signature of County Administrator	Date	Title

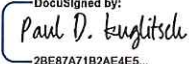

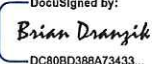
Certificate Of Completion

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Subject: Please DocuSign: 2016WisDOT85.20Urban Mass Transit.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Judith Pingel
Time Zone: (UTC-06:00) Central Time (US & Canada)	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	judith.pingel@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Judith Pingel	Location: DocuSign
6/2/2016 11:56:57 AM	judith.pingel@milwaukeecountywi.gov	

Signer Events

Signer Events	Signature	Timestamp
<p>Paul D. Kuglitsch corp counselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 6/2/2016 12:06:45 PM Viewed: 6/8/2016 11:59:36 AM Signed: 6/8/2016 11:59:51 AM</p>
<p>Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 6/8/2016 11:59:53 AM Viewed: 6/8/2016 3:53:47 PM Signed: 6/8/2016 3:58:31 PM</p>
<p>Brian Dranzik brian.dranzik@milwaukeecountywi.gov Director of Transportation Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  DC80BD388A73433...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 6/8/2016 3:58:32 PM Viewed: 6/8/2016 5:03:31 PM Signed: 6/8/2016 5:03:37 PM</p>
<p>Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 6/8/2016 5:03:38 PM</p>

Signer Events	Signature	Timestamp
Corporation Counsel corp counselsignature@milwcnty.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp
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Notary Events		Timestamp
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