

**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, 2016, through December 31, 2016.

**SECTION II: PAYMENT BY THE DEPARTMENT**

The Department agrees to pay the Recipient \$2,040,979 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 \$408,196 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, 2016. Such a refund shall be paid to the Department by not later than June 30, 2017.

#### **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 quarterly 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, 2016.**
  - b. **The second period of April 1- June 30; due no later than July 31, 2016.**
  - c. **The third period of July 1 – September 30; due no later than October 31, 2016.**
  - d. **The final period shall cover October 1 – December 31; due no later than January 31, 2017.**
  
- 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 **due no later than March 31, 2017.**

### **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.

**SECTION XII: EXECUTION**

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

**STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION**

**FOR MILWAUKEE COUNTY WISCONSIN**

By: \_\_\_\_\_  
Aileen I. Switzer, Administrator  
Division of Transportation  
Investment Management

*Approved as to Execution*

DocuSigned by:  
Mark A Grady 2/4/2016  
2BE87A71B2AE4E5...  
Corporation Counsel Date

Date: \_\_\_\_\_

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

DocuSigned by:  
[Signature] 2/8/2016  
F7354A96DB0643E...  
Comptroller Date

DocuSigned by:  
Brian Dranzik 2/9/2016  
DC8DBD38BA73433...  
Director, Dept of Transportation Date

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

\_\_\_\_\_  
County Executive Date

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

\_\_\_\_\_  
Corporation Counsel Date

## **Attachment I - COST STANDARDS** **Allowable Costs**

**LABOR.** Wages paid to employees in exchange for labor. These are wages that are typically paid to drivers; passenger aides or escorts (but not 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.

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

**LIABILITY AND CASUALTY COSTS.** 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.

**PURCHASED TRANSPORTATION SERVICE.** 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.

**LEASES AND RENT.** 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.

ADVERTISING. 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.

VOLUNTEER HONORARIUMS AND RECOGNITION EVENTS. 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.

SUBSCRIPTIONS AND MEETINGS. 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**

DEPRECIATION. 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.

ADVISORY COMMITTEES OR COUNCILS. 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.

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

<b>Mail to:</b> 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	<b>CONTRACT TYPE</b>			
	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				#####

**PURPOSE OF CONTRACT**

This is a contract being entered into between Milwaukee County and WisDOT for the 2016 Section 85.21 Specialized Transportation Assistance Program. Execution of this contract will allow Milwaukee County to realize \$2,040,979 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. Upon receipt of the funds, DOT will transfer \$612,294 to the Department on Aging. This is simply recognition of actual revenue in support of specialized transportation programs, 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? Bd approval being requested in March 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	02/03/16
Prepared By	Date
	2/3/16
Signature of County Administrator	Date

Sr. Manager Grants Development, MCDOT
Title
Title