

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 2017 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2017, through December 31, 2017

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed \$1,395,332.

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				
****SEE ATTACHED SIGNATURE PAGE ****					
Signature:	Signature:				
Name:	Name:	Aileen Switzer			
Title:	Title:	Division Administrator			
Date:	Date:				
Contact:	Contact:	(608) 266-0189			



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 Recipients 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.



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 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 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.



- F. The Recipient may not use program monies to purchase service from or make subgrants 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.
- G. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.
- H. 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.
- I. 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 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.



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.	<u>Attac</u>	hed Documents					
	The following documents have been included with this Grant Agreement and are mad						
	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					



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 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.
- 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 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 2017 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2017 Transit Management Plan may be proposed by either the Recipient or the Department.
- I. A request by the Recipient to modify the 2017 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 2017 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 2017 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed by both the Recipient and the Administrator.
- K. If the Department determines that a proposed modification to the 2017 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 2017 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:

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



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 2017	\$ 1,395,332	June 15, 2017





COUNTY OF MILWAUKEE

Approved as to Execution	
Paul D. Zuglitsch	4/26/2017
Corporation Counsel	Date
Pursuant to 59.255(2)(3)	Wisc. Statutes
- Mathethay	4/28/2017
Comptroller	Date
Brian Dranzik	4/28/2017
Director, Dept of Transpor	tation Date
Pursuant to 59.17(2)(b)(4)	Wisc. Statutes
DocuSigned by:	4/28/2017
County Executive	Date
Pursuant to 59.42(2)(b)(5)	Wisc. Statutes
Corporation Counsel	Date

CONTRA	ACT FOR	M 1684 R4 (Refe	er to ADMIN	ISTRATIVE I	MANUAL S	ection 1.13, f	or procedure	s)					
CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures) Mail to: CONTRACT TYPE													
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Co.							ırthouse Profession			essional S	al Service - Operating		
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse							Professional Service - Capital						
Community Business Development Partners, 8th Floor City Campus						Purchase of Servi							
									Preliminary	Х		Final	II) ODO
DEPARTMEN									AGENCY NO.		DEPAR	TMENT (HIG	H) ORG
MCDOT -									560			5600	
VENDOR INFORMATION VENDOR NO. ORDER TYPE							NEW or	AMEND		CONTR	ACT N	O.	
							X		TBD				
NAME OF VEN		VisDOT					^		ADDRESS				
State of W	Visconsin I	Dept of Trar	nsportat	ion		4802 Sheboygan Ave., Room 951							
		•	•			PO Box	(7913						
						Madiso	n WL53	707					
TAX I.I	D. NO.	begin date	EFFECTIVE	DATES:	late	LENG	Madison, WI 53707 LENGTH OF CONTRACT (IN MONTHS)			AMENDMENT ONLY: DOLLAR TOTAL CON CHANGE AMOU			
		01/01/	/17	12/3		,	12						5,332.00
ACCOUNT	ING INFO			12/0	17 17	l	12					φ 1,390	0,332.00
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Jo	b Number	Report Cat	Units	Amount Expend Amendi	ded/
2017		0083	560	5901			8123					\$ 1,395	,332.00
PURPOSE													
This is a contract being entered into between Milwaukee County and WisDOT for the 2017 Section 85.205 Urban Mass Transit Paratransit Assistance Program. Execution of this contract will allow Milwaukee County to realize \$1,395,332 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 2017 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													
X If NO, why is County Board approval not required? MCCGO 56.06(1) and 2017 adopted budget.													
Was Contract fully executed prior to work being performed (all signatures received)?							NO						
Is Vendor a certified professional service DBE? YES X NO													
Steve Nig	h			04/18	8/17		Sr. Man	ager G	rants Develo	pment,	MCE	ОТ	
Prepared By				Date		1	Title	<u> </u>		-			
						Director, Department of Transportation							
Signature of	County Adn	nınıstrator		Date			Title						



Certificate Of Completion

Envelope Id: 097E0805320E48C2AD0C968AFE01E6A9

Status: Sent

Subject: Please DocuSign: 2017 MC-WisDOT 85.205 Grant Agreement Urban Mass Transit Assistance-Operating.pdf

Source Envelope:

Document Pages: 12

Supplemental Document Pages: 0

Envelopeld Stamping: Enabled

Signatures: 4 Initials: 0

Envelope Originator:

Judith Pingel

Certificate Pages: 5

AutoNav: Enabled

Payments: 0

633 W. Wisconsin Ave.

Suite 901

Milwaukee, WI 53203

judith.pingel@milwaukeecountywi.gov

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Canada)

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judith.pingel@milwaukeecountywi.gov

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Signer Events

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

ID:

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

Chris Abele

chris.abele@milwaukeecountywi.gov

Security Level: Email, Account Authentication

(None)

Using IP Address: 107.77.207.159

Signed using mobile

Signature

Paul D. Englitsch

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Sent: 4/20/2017 9:14:37 AM

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Brian Drawsik

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Signed: 4/28/2017 9:51:51 AM

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Signed: 4/28/2017 11:01:10 AM

Electronic Record and Signature Disclosure: Accepted: 4/28/2017 11:00:47 AM

ID: 1321a5ae-e944-4648-8d57-50d1c68936ba

Signer Events **Timestamp** Signature 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 ID:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2017 11:01:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature I	Disclosure	

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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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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

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

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

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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- 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.

^{**} 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.