

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF APPLETON, VALLEY TRANSIT, AND COMMUNITY CARE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into by and between the City of Appleton, Valley Transit (“**Valley Transit**”), with a mailing address of 801 South Whitman Avenue, Appleton, WI 54914, and Community Care, Inc. (“**Community Care**”), a nonprofit organization with a mailing address of 1826 North Casaloma Drive, Appleton, WI 54914.

WHEREAS, Valley Transit provides safe and reliable public transportation to many people living in the communities that comprise the Fox Cities; and

WHEREAS, Valley Transit assumes responsibility for and direction of its operations; and

WHEREAS, Community Care has disabled and elderly clients that are in need of a Specialized Transportation Services; and

WHEREAS, Valley Transit and Community Care wish to cooperate in order to offer Specialized Transportation Services for those clients of Community Care who are in need of Specialized Transportation Services.

NOW, THEREFORE, for the mutual consideration stated herein, Valley Transit and Community Care by their authorized representatives do hereby agree as follows:

1. Service. Valley Transit shall contract with an external third party (“**contractor**”) to provide Specialized Transportation Services for Community Care clients who are in need of Specialized Transportation Services, such as the elderly and disabled.

2. Cost. Expenses for the Specialized Transportation Services shall be paid for by Valley Transit, with part of the funds coming from Community Care (“contribution”). Community Care’s contribution shall be calculated monthly based on the following formula:

	Specialized Transportation Services Costs (routes x days x contract price)
-	Federal Share
-	State Share
-	Farebox Revenues
+	<u>Administrative Charge</u>
=	Community Care Estimated Contribution

In 2020, Valley Transit and Community Care estimate that there will be a total of 27,000 rides on Specialized Transportation Routes for a total of 255 days out of the calendar year. Based on this estimate, cost estimates for 2020 are as follows:

\$564,054	Costs
(315,880)	Federal and State Share
<u>\$157,940</u>	<u>Administrative Charge</u>
\$406,114	Community Care Estimated Contribution

Actual costs will be based on actual expenses, federal share amounts and state share amounts received in 2020.

3. **Payment and Billing.** Valley Transit will invoice Community Care for its actual calculated contribution on a monthly basis. Payment from Community Care to Valley Transit shall be due within thirty (30) calendar days of the date of the invoice from Valley Transit. In the event there is a disagreement between Valley Transit and Community Care regarding the invoice amount, Community Care must notify Valley Transit in writing within thirty (30) calendar day's receipt of said invoice.

4. **Term.** This Agreement shall be for the calendar year 2020, expiring at the 11:59 p.m. on December 31, 2020. Renewal shall occur upon mutual agreement by the Valley Transit and Community Care when placed in writing and executed at least thirty (30) calendar days prior to the termination date of this Agreement.

5. **Inspection.** Upon reasonable notice, and with the sole purpose of confirming compliance with the terms and conditions of this Agreement, Community Care must allow Valley Transit the right of entry during normal business hours in order to inspect their books and records.

6. **Audit.** In the event Valley Transit requires Community Care to conduct an audit as it relates to this Agreement, the cost for said audit shall be borne solely by Community Care. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

7. **Indemnification.** For good and valuable consideration, Community Care agrees to indemnify, defend and hold harmless the City of Appleton and Valley Transit, and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by Community Care anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of Valley Transit.

8. **Insurance.** Community Care agrees at all times during the existence of this Agreement to keep in force the following insurance coverage:

Coverage	Limit
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit and Community Care both agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **Conditions.** This Agreement is contingent upon receipt by Valley Transit of the federal and state funding referenced in Paragraph 2 above. In the event of a change to or discontinuance of the receipt of said funding by Valley Transit, this Agreement may be terminated by Valley Transit pursuant to paragraph 12(b) below.

11. Termination.

a. Termination by Community Care. Community Care may terminate the Contract if, through no act or fault of the Community Care or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with Community Care, there is a material breach of a term of this Agreement, in which case Community Care may, upon thirty (30) calendar days' written notice to the Valley Transit, terminate this Agreement.

b. Termination by Valley Transit. Valley Transit may terminate this Agreement if the Contractor is substantially in breach of a provision of the Agreement, in which case the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving Community Care thirty (30) calendar days' written notice, terminate this Agreement. This Agreement may also be terminated by pursuant to paragraph 11 above, which requires three (3) calendar days' written notice to Community Care.

12. Conflict of Terms. In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

13. Disputes. Valley Transit and Community Care shall endeavor to resolve any disputes by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Amendments. This Agreement may be amended at any time by mutual written agreement by Valley Transit and Community Care.

(Signature Page Attached)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts on this _____ day of _____, 2019.

Community Care, Contractor:

Witness: _____ By: _____
Printed Name: _____ Name: _____ Printed Name: _____
_____ Title: _____

Witness: _____ By: _____
Printed Name: _____ Printed Name: _____
_____ Title: _____

Valley Transit, Owner:

Witness: _____ By: _____
Printed Name: _____ Ronald McDonald, General Manager

Witness: _____ By: _____
Printed Name: _____ Name: Timothy M. Hanna, Mayor

Witness: _____ By: _____
Printed Name: _____ Name: Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Finance Director
City Law A19-1110

James P. Walsh, City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT

CORPORATION INSTRUCTIONS

If the Contractor is a **CORPORATION**, the following certificate should be executed:

I, _____, certify that I am the Secretary of Community Care Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.

Signature

(Corporate Seal)

Note: If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

Note: The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

PARTNERSHIP INSTRUCTIONS

If the Contractor is operating as a **PARTNERSHIP**, each partner should sign the contract. If each partner does not sign the contract, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the Contractor is an **INDIVIDUAL**, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. If signed by one other than the Contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signers' authority to execute the contract for and on behalf of the Contractor.