

**INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 66.0301  
OF THE WISCONSIN STATUTES BETWEEN THE CITIES OF  
APPLETON AND NEENAH AND THE TOWN OF MENASHA,  
SAID AGREEMENT TO PROVIDE FOR COST-SHARING  
OF TRANSIT SERVICES FOR THE ELDERLY**

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah and the Town of Menasha operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Town of Menasha, and

WHEREAS, the Cities of Appleton and Neenah and the Town of Menasha wish to coordinate services to maximize outside revenue sources.

NOW, THEREFORE, the Cities of Appleton and Neenah and the Town of Menasha by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

- Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
- + Local Surcharge (1/3 of Federal plus State Share)
- = City of Neenah and Town of Menasha Estimated Contribution

Valley Transit, the City of Neenah and the Town of Menasha estimate that there will be 12,000 rides in 2014. Cost estimates are as follows:

12,000 x \$13.00	=\$ 156,000	Cost for Dial-A-Ride
	- 87,984	Federal and State Share (56.4%)
	- 42,000	Fares (\$3.50)
	<u>+29,328</u>	Local Surcharge (1/3 of Federal plus State Share)
	\$55,344	City of Neenah and Town of Menasha Estimated Contribution*

Actual costs will be based on actual ridership, federal share, state share, and fares in 2014.

\*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Town of Menasha to Valley Transit. Valley Transit will invoice the City of Neenah and the Town of Menasha for its contribution on a monthly basis.

3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2014. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.

4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit, the City of Neenah and the Town of Menasha shall be responsible for administration of the Dial-A-Ride Program.

5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.

6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Town of Menasha's cost impact will be as described in Section 1 above. 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.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.

8. **INSURANCE.** The Cities of Appleton and Neenah and the Town of Menasha agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
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, the Cities of Appleton and Neenah and the Town of Menasha 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 as defined in §5101 (5), Wis. Stats., 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 authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Town of Menasha shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION.** Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF APPLETON:

Approved as to form:

By: \_\_\_\_\_  
Timothy Hanna, Mayor

BY: \_\_\_\_\_  
James P. Walsh, City Attorney

BY: \_\_\_\_\_  
Charlene Peterson, City Clerk

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

BY: \_\_\_\_\_  
Lisa Remiker, Director of Finance

CITY OF NEENAH:

Approved as to form:

BY: \_\_\_\_\_  
George Scherck, Mayor

BY: \_\_\_\_\_  
James G. Godlewski, City Attorney

BY: \_\_\_\_\_  
Patricia A. Sturn, City Clerk

TOWN OF MENASHA:

Approved as to form:

BY: \_\_\_\_\_  
Dale Youngquist, Chairman

BY: \_\_\_\_\_  
Greg Curtis, Town Attorney

BY: \_\_\_\_\_  
Karen Backman, Town Clerk