

**INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN
STATUTES, BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY TO PROVIDE FOR
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Calumet County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

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

NOW, THEREFORE, the City of Appleton and Calumet County, by their respective authorized representatives, do hereby agree as follows:

1. **Cost Sharing Arrangements.**

A. *ADA and Sunday Service*

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit's ADA service area (all of that part of the Cities of Appleton and Menasha which lies within Calumet County, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Harrison). The parties agree that approximately 5% of such trips occurred in 2013 in the Calumet County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

$$\begin{aligned} & \text{Calumet County Rides x Contract Cost} \\ + & \text{ Administrative Charges (5\%)} \\ - & \text{ Federal Share} \\ - & \text{ State Share} \\ - & \text{ Farebox Revenues} \\ = & \text{ Calumet County's Estimated ADA Funding Requirement} \end{aligned}$$

In 2014, Valley Transit estimates 99,000 ADA rides of which it is estimated that 5% will originate in Calumet County. The base contract cost per ride is estimated to average \$17.64 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28.2% and 28.2% respectively; therefore Calumet County's estimated funding requirements will be:

\$ 87,318	Costs (4,950 rides at \$17.64 per ride)
8,999	Administrative charges (5%)
(27,161)	Federal Share
(27,161)	State Share
<u>\$ (22,473)</u>	Fares (4,950 rides at \$4.54 per ride)
\$ 19,522	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2014. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Calumet County's actual contribution for this ancillary service will be based on the following:

Calumet County Rides x Contract Cost	
- Federal Share	
- State Share	
- Farebox Revenue	
+ Local Surcharge (1/3 of Federal plus 1/3 State Share)	
=	<hr/>
Calumet County's Estimated Ancillary Funding Requirement	

The contract costs (including fuel) for elderly rides will be \$17.05; Sunday service will be \$17.05. In 2014, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$ 2,984	Elderly Costs (175 x \$17.05)
(841)	Federal Share
(841)	State Share
(630)	Fares (175 x \$3.60/ride)
<u>\$ 561</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,233	Estimated funding

\$ 614	Sunday Costs (36 x \$17.05)
(173)	Federal Share
(173)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 115</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ (13)	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride, federal share, state share and fares in 2014. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by Calumet County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing Calumet County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2014 the cost estimate is as follows:

\$ 46,750	Costs
(13,184)	Federal Share
(13,184)	State Share
(9,300)	Fares
<u>\$ 13,184</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 24,266	Estimated funding

2. **Method of Payment.** Calumet County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Calumet County on a quarterly basis.

Calumet County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Calumet County will encourage the use of Valley Transit's fixed route service when possible.

Sunday ADA. Sunday service will be available to ADA eligible persons.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 per cent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2014 through December 31, 2014.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Calumet County's cost. 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.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social Services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

12. **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.
13. **Fares.** Fares for elderly and ADA eligible riders in 2014 will be \$3.60 for curb-to-curb service and \$6.00 for premium service. Fares for Sunday service will be \$11.00 in 2014.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, 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 forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract 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 Calumet County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Calumet County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any 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 an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

DATED THIS _____ DAY OF _____, 2014
CITY OF APPLETON

APPROVED AS TO FORM:

JAMES WALSH
CITY ATTORNEY

By: _____
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE
LIABILITY, WHICH WILL ACCRUE UNDER
THE CONTRACT.

By: _____
CHARLENE PETERSON, CITY CLERK

LISA REMIKER
DIRECTOR OF FINANCE

DATED THIS _____ DAY OF _____, 2014

CALUMET COUNTY

By: _____
JAY SHAMBEAU, CALUMET COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

DAWN N. KLOCKOW, CORPORATION COUNSEL