City of Stoughton, 207 S Forrest Street, Stoughton WI 53589

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the City of Stoughton Director of Finance/Comptroller to act on the behalf of the City of Stoughton to accept the 2021 Urban Mass Transit Assistance Operating Grant

Committee Action: Finance Committee Meets July 13, 2021

Fiscal Impact: Maximum Grant Revenues of $206,153

File Number:	R-XX-2021	**Date Introduced:**	July 13, 2021

WHEREAS, the City of Stoughton offers a shared-ride taxi program open to the residents of Stoughton through a contract with a private taxi service provider; and

WHEREAS, the total program cost estimate for 2021 is $376,153; and

WHEREAS, the City expects $170,000 of that cost to be recovered through fare revenues; and

WHEREAS, the remaining amount will be covered through operating assistance provided under Wis. Stats. 85.20; and

WHEREAS, your Finance Committee met on July 13, 2021 and recommends authorizing the Director of Finance/Comptroller to act on the behalf of the City of Stoughton to accept the 2021 Urban Mass Transit Assistance Operating Grant; and

THEREFORE, BE IT RESOLVED by the Common Council of the City of Stoughton that the Director of Finance/Comptroller is authorized to act on the behalf of the City of Stoughton to accept the 2021 Urban Mass Transit Assistance Operating Grant in the amount of $206,153.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

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 City of Stoughton ("the Recipient") that operates a public mass transit system ("Transit System").

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 2020 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:
January 1, 2021, through December 31, 2021

Award Maximum:
As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **$206,153**.

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)

Signature: _____
Name: _____
Title: _____
Date: _____
Contact: _____

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____
Name: Ian Ritz
Title: Transit Section Chief
Date: _____
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 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 shall require the Transit System to determine "total passenger trips" taken during the calendar year in accordance with the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and with the provisions of the Transit Management Plan contained in the Recipient's 2021 application for operating assistance which is made part of this Contract by reference, and shall ensure compliance with that requirement.

F. 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.

G. The Recipient may not use program monies to purchase service from or make sub-grants 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.

H. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.

I. 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.

J. 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. The Recipient shall submit a year-end statement of expenses and revenues to the Department by the requested date.

C. 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.

D. The accounts and records as required above shall be retained until the Department completes its final audit and shall be available upon request by the Department or its designee for inspection and audit purposes.

E. 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. Attached Documents
The following documents have been *included* with this Grant Agreement and are made 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. 85.20 – Tier B Systems

Section I: PROJECT REQUIREMENTS

A. The Department agrees to pay the lesser of:
   1. The Grant Agreement maximum, as identified on the Information and Signature page.
   2. The nonfederal share of the Recipient's audited operating deficit.
   3. Five times the amount of the Recipient's local contribution as defined under sec. 85.20(4m)(b), Wis. Stats. This provision does not apply if the Transit System is a shared-ride taxi system.

   The Department shall determine the Transit System's operating expenses and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles and practices. The allowable federal share of the operating deficit will also be determined by the Department.

   This Grant Agreement will be amended to reduce state payments if sufficient funds are not made available under sec. 20.395, Wis. Stats.

B. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.

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. During the audit process, an adjustment of payments will be made based upon the year-end financial statement submitted by the Recipient. The year-end financial statement shall reflect the operating revenues and expenses incurred by the Transit System for the Period of Performance after the books for that year have been closed.

E. 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.

F. 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.

G. The Recipient shall send to the Department all contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such contracts and determine their conformance with the provisions of this agreement.

H. 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.

I. 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 2021 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2021 Transit Management Plan may be proposed by either the Recipient or the Department.

J. A request by the Recipient to modify the 2021 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.

K. If the Department determines that a proposed modification is a "substantive change" to the 2021 Transit Management Plan, and the Department 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 2021 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed.

L. If the Department determines that a proposed modification to the 2021 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.

M. A request by the Department to modify the 2021 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.

N. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Kevin Lange, 5311 Program Manager 4822 Madison Yards Way, 6th Floor South P.O. Box 7913 Madison, WI 53707-7913
Contact:	(608) 266-2365 | kevin.lange@dot.wi.gov

Attachment A: Schedule of Payments

Wis. Stats. 85.20 – Urban Mass Transit Assistance

A. Award Details:

Total Budgeted Expenses	**$376,153**
Total Anticipated Revenues	**- $170,000**
Total Anticipated Net Deficit	**= $206,153**
5307 Grant Allotment	**TBD**
85.20 State Assistance	**$206,153**

Note: Actual expenses and revenues will determine the local contribution.

B. Schedule of Payments:

Period	Scheduled Amount	Estimated Payment Date
1st Payment (Quarter 1)	**$ 51,538**	**June 10, 2021**
2nd Payment (Quarters 2-4)	**$ 154,615**	**August 30, 2021**
Total	**$ 206,153**	