

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE

This Memorandum of Understanding hereinafter referred to as the "AGREEMENT" is made and entered into between Marathon County, hereinafter referred to as the "COUNTY" and the North Central Health Care, hereinafter referred to as "NCHC" and the Wausau Area Transit System, d/b/a Metro Ride, hereinafter referred to as "METRO RIDE."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1)(cr), Wis. Stats. , appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, the COUNTY has applied to the WisDOT for its proportionate share; and,

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

The term of this AGREEMENT shall extend from January 1, 2020 through December 31, 2020. The conditions established shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE COUNTY

The COUNTY will receive \$362,545 from the State and with \$72,509 as the local match, the total program funds available is \$435,054. The funds will be distributed as follows:

- NCHC \$310,569 (including local match) to implement its portion of the elderly and disabled County Transportation Program;
- METRO RIDE \$89,681 (including local match) to implement its portion of elderly and disabled transportation in its Wausau Metro area;
- The County Conservation, Planning and Zoning (CPZ) Department \$34,804 (including local match) for administering the grant program for Marathon County.

The NCHC and Metro Ride will submit semiannual invoices to the CPZ by August 15, 2020 and January 15, 2021 to be processed for payment from CPZ separately.

SECTION III: RESPONSIBILITIES

- A. NCHC and Metro Ride agree to undertake and complete the transportation project(s) as described in the 2020 85.21 grant application to WisDOT, which is hereby incorporated by reference into this agreement as Attachment I. The COUNTY may amend its application during the effective period of this AGREEMENT with the WisDOT's and NCHC's and Metro Ride's concurrence.
- B. NCHC and Metro Ride agree that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The COUNTY assures at least \$72,509 to match the state assistance it receives under this AGREEMENT will be available. No in-kind services, no federal or state categorical financial aids and no passenger revenue shall be allowed as part of the COUNTY match.
- D. NCHC and Metro Ride agree to expend on the projects described in the COUNTY 85.21 grant application an amount from its appropriated match equal to 20% multiplied by the amount of aid under this Agreement that has been expended (For example, the COUNTY match shall be 20% of grant funds actually expended by NCHC and the City of Wausau will match the 20% expended by Metro Ride during the term of this Agreement).
- E. NCHC and Metro Ride assure that it will use the state assistance granted under this AGREEMENT and its appropriated match only to assist specialized transportation services outlined in the 85.21 grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, NCHC and Metro Ride may make this capacity available to persons who are neither elderly nor disabled.
- F. Equipment purchased with state assistance under this AGREEMENT must be used in the performance of specialized transportation services for the duration of its useful life. NCHC and Metro Ride shall reimburse the COUNTY for the state's share of the value of such equipment, if it is sold or removed from specialized transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the COUNTY'S current, future or amended application.

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Agreement. Program income includes passenger donations, fares and co-payments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT COUNTY POLICY

Expenditures shall be reimbursable from the assistance under this Agreement if they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the COUNTY's 85.21 grant application and all other provisions of this Agreement;

- B. Be necessary in order to accomplish the projects described in the COUNTY's 85.21 grant application;
- C. Be reasonable in amounts for the goods or services purchased;
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred);
- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this AGREEMENT;
- F. Be in conformance with the cost standards set forth in the Attachment I to this AGREEMENT and;
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID BALANCE

NCHC and Metro Ride agree to refund to the COUNTY the balance of state aid received in 2019 under Section II that has not been expended. Such a refund shall be made no later than March 31, 2020.

SECTION VII: RECORDS AND AUDITS

- A. The COUNTY and any organizations (i.e. NCHC and Metro Ride) to which it gives its financial assistance under this AGREEMENT shall establish and maintain accounts for the specialized transportation services receiving assistance under this AGREEMENT. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this AGREEMENT.
- B. All costs charged to the assistance covered by this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years and shall be available upon request to the COUNTY, its officials, employees or designees for inspection and audit purposes.
- D. NCHC and Metro Ride 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. (See federal Circular No. A-128, Section 4.)
- E. This audit shall be performed in accordance with federal Circular A-128 issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.

SECTION VIII: REPORTING REQUIREMENTS

- A. NCHC and Metro Ride shall submit quarterly financial reports to the COUNTY using forms supplied by the WisDOT. The reports shall be submitted within one month following the end of each quarter. The fourth quarter report for the year is due by January 31, 2021.
- B. NCHC and Metro Ride shall also submit an annual report for each of the transportation projects receiving assistance under this AGREEMENT using forms supplied by the WisDOT. The annual report shall be due on or before March 30, 2021

SECTION IX: THIRD-PARTY CONTRACTS

NCHC and Metro Ride may not use the aids under this AGREEMENT to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$25,000 or more. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the COUNTY, its officials, employees or designees upon request.

SECTION X: TERMINATION

- A. Voluntary termination. NCHC and Metro Ride may terminate aid allocated under this AGREEMENT for any reason pursuant to the notice provisions set forth below.
- B. Involuntary termination. The COUNTY may terminate the aid allocated under this AGREEMENT at any time that it determines that the purpose of the assistance program, as expressed in s.85.21(1), Wis. Stats., is not being fulfilled. Failure of NCHC and Metro Ride to comply with the terms and conditions of this AGREEMENT or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered evidence of failure to fulfill the purpose of the assistance program. The COUNTY may also terminate the aid allocated under this AGREEMENT by formal action of its Board of Supervisors.
- C. In the event that the aid allocated under this AGREEMENT is terminated by any party, the COUNTY agrees to reimburse NCHC and/or Metro Ride for the state share of eligible costs incurred prior to the termination date. The COUNTY shall reallocate the balance of state aid allocated under this AGREEMENT that has not been spent to the other party. Notwithstanding any other provision of this AGREEMENT, NCHC and/or Metro Ride shall refund any state assistance received under this Agreement that has not been spent or retained in full accordance with this AGREEMENT; s.85.21 Wis. Stats.; and any applicable administrative rule.
- D. In the event that any party terminates the arrangement by which COUNTY holds unspent state aid in trust, COUNTY shall refund to the WisDOT the balance of aid held in trust as well as any accumulated interest.
- E. All parties agree that a notice of intent to terminate shall be made by "return- receipt certified mail" at least 90 days prior to the proposed termination date.

SECTION XI: COUNTY TRANSPORTATION PROGRAM

Under the terms of this AGREEMENT, NCHC agrees to act as the COUNTY's agent in providing demand responsive transportation services for the COUNTY. NCHC and Metro Ride will provide demand responsive transportation services in conformance and compliance with all items set forth in this AGREEMENT.

SECTION XII: INSURANCE/INDEMNITY

- A. NCHC and Metro Ride agree to provide insurance for workers' compensation, general liability, and property damage for claims or losses which may arise as a result of the provision of specialized transportation services outlined in this agreement.
- B. NCHC and Metro Ride hereby agree to release, indemnify, defend and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the provision of specialized transportation services under this agreement by NCHC and Metro Ride, its officers, officials, employees, agents, subcontractors or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

This AGREEMENT shall become effective upon its complete execution by the COUNTY, NCHC and Metro Ride.

METRO RIDE/CITY OF WAUSAU

By Robert B Mielke
Mayor of Wausau

Name ROBERT B. MIELKE

Date 4/2/20

COUNTY OF MARATHON

By Lance Leonhard
County Administrator

Name Lance Leonhard

Date 3/27/2020

NORTH CENTRAL HEALTH CARE

By Michael Loy
NCHC CEO

Name Michael Loy

Date 4-15-2020

