**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE WAUSAU, WISCONSIN METROPOLITAN AREA**
**between**
**STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION**
**and the**
**WAUSAU METROPOLITAN PLANNING ORGANIZATION**
**(MARATHON COUNTY METROPOLITAN PLANNING COMMISSION)**
**and the**
**METRO RIDE TRANSIT SYSTEM** (Transit Operator)

This Cooperative Agreement is made and entered into between the State of Wisconsin Department of Transportation ("WisDOT"), the Marathon County Metropolitan Planning Commission ("MPO"), and the Metro Ride Transit System, the operator of publicly owned transit services ("Transit Operator").

**Recitals**

WHEREAS, various federal grants and aids are available to WisDOT and/or the MPO, and various state grants and aids are available to the MPO for carrying out metropolitan transportation planning activities; and

WHEREAS, WisDOT is authorized by sec. 85.02, Wis. Stats. to direct, undertake and expend state and federal aid for planning, promotion and protection activities for all transportation modes; and

WHEREAS, the Governor of Wisconsin and local communities within the Wausau Urbanized Area, through their authorized representatives, have jointly designated the MPO to carry out metropolitan transportation planning activities for the Metropolitan Planning Area; and

WHEREAS, the Transit Operator provides mass transportation services within the Wausau Metropolitan Planning Area; and

WHEREAS, the Transit Operator is the designated recipient in the Urbanized Area for federal transit operating aids under Section 5307 of the Federal Transit Act, as amended; and

WHEREAS, metropolitan transportation planning activities come under the jurisdiction of the U.S. Department of Transportation Federal Highway Administration and Federal Transit Administration ("USDOT") and are subject to the metropolitan planning requirements of 23 U.S.C. 134, section 5303 of the Federal Transit Act and implementing regulations at 23 C.F.R. 450; and

WHEREAS, the MPO, WisDOT and USDOT in consultation with the appropriate transportation providers enter into an annual unified planning work program ( "Planning Work Program") as detailed in Article III Scope of Work of this agreement; and

WHEREAS, Metropolitan Planning Area boundaries for purposes of the federal planning provisions have been determined by agreement between the MPO and the Governor;

NOW THEREFORE, in consideration of these premises, and of their mutual and dependent needs, the parties hereto contract and agree as follows:

## Article I: Statement of Purpose

WisDOT and the MPO, in cooperation with the Transit Operator, shall cooperatively undertake a continuing, cooperative, and comprehensive performance-based multimodal transportation planning and programming process for the Metropolitan Planning Area in accordance with state and local goals for metropolitan planning, the provisions of 23 USC 134, 49 USC 5303, and 23 CFR 450, and in accordance with the provisions of this Agreement.

## Article II: Overall Responsibilities

A. The **MPO** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities pursuant to 23 CFR 450 and FTA Circular 4702.1B:

1. Formulating, adopting and periodically reviewing, updating and amending a long-range multimodal transportation plan for the Metropolitan Planning Area, which shall conform to all applicable Federal requirements;

2. Formulating and approving a short-range Transportation Improvement Program (TIP) for the Metropolitan Planning Area which shall cover a period of not less than 4 years and must have 4 years of projects and may include projects outside the Planning Area for information only. The TIP will provide a notice to the public that the public participation process used for its development meets the public participation requirements for the program of projects prepared by transit operators under 49 U.S.C. 5307;

3. Preparing and updating a mid-range (3-5 year) transit development plan (TDP) in cooperation with the Transit Operator. This plan shall include, but not be limited to, transit system policies and service demands, transit service reductions and extensions, transit fares, and transit system capital facility needs;

4. Coordinating short-range (e.g, TIP), mid-range (3-5 year) and long-range transit planning and programming with other transportation planning and programming, with cooperation and assistance from the Transit Operator;

5. Providing a forum for cooperative transportation planning and decision-making, and establishing a public participation process that ensures reasonable opportunities for early and continuing involvement of individuals, affected public agencies, representatives of public transportation employees, public ports, freight

shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties in the review and evaluation of all transportation plans and programs, the latter to include special outreach efforts to those traditionally underserved by existing transportation systems;

6. Considering and implementing WisDOT transportation plans and planning guidance to the fullest extent consistent within local and regional goals;

7. Making data, assumptions, criteria, methodology, and analyses available to WisDOT and other participants in a timely manner;

8. Providing WisDOT with copies of all transportation plans and programs and all resolutions concerning their adoption, endorsement, or amendment;

9. Providing WisDOT with an annual self-certification that the MPO's transportation planning process conforms to all applicable Federal requirements pursuant to 23 CFR 450,

10. Complying with American Disabilities Act of 1990 plan certification procedures as required in 49 CFR 37. 139;

11. Formulating and annually approving the Planning Work Program, which shall identify all transportation-related planning activities to be funded with state and federal financial aids and technical assistance in accordance with the provisions of this Agreement and the time schedule adopted by WisDOT;

12. Cooperatively establishing all federally required MPO performance targets, sharing performance data and preparing system performance reports in coordination with WisDOT and Transit Operator (based on FHWA and FTA performance measure final rules publications); and the collection of data for state asset management plan per applicable federal regulations.

13. Maintaining a current Title VI Program as required by Federal Transit Administration's Title VI Circular 4702.1B in addition to the following:

    a. Completing an annual report denoting any Title VI Investigations, Complaints and Lawsuits or reporting there had been none within the preceding year;

    b. Reporting Title VI activities annually within the Unified Planning Work Program;

c. Updating the Title VI Program with approval by the MPO's Policy Board on a three year cycle.

14. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and general public in the review and evaluation of all state transportation plans and programs;

15. Working with WisDOT and Transit Operators in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program.

16. Working cooperatively with WisDOT and Transit Operator in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

B. **WisDOT** shall be responsible for, and shall be the lead agency in conducting, the following transportation planning and programming activities:

1. Actively participating in MPO activities to represent the state's interests and ensure awareness and consideration of state transportation plans, programs, projects and policies in MPO decision-making.

2. Informing the MPO relative to the availability, or anticipated availability, of State and Federal financial aids and technical assistance for metropolitan transportation planning activities; making all metropolitan planning funds authorized by 23 U.S.C. 104(f) and 49 U.S.C. 5305(d) available to the MPOs in accordance with a formula developed by WisDOT, in consultation with the MPOs, and approved by USDOT;

3. Providing information relative to the availability, or anticipated availability, of State and Federal financial aids for metropolitan transportation improvements and services that fall under local programming jurisdiction;

4. Providing information relative to the proposed programming of State and Federal financial aids for metropolitan transportation improvements and services, which fall under State jurisdiction;

5. Informing the MPO relative to Federal or State statutes, policies, regulations and guidelines, which bare upon metropolitan transportation planning and programming activities and contractual arrangements;

6. Developing statewide strategies and guidance for the preparation and scoping of the metropolitan area transportation system plan, improvement program, and

Planning Work Program to address Federal and State planning requirements and goals;

7. Coordinating the development of the schedule and procedures for annual submittal and interagency review (including but not limited to FHWA and FTA) and approval of the Planning Work Program;

8. Providing technical support and data and information collected or maintained by WisDOT that is pertinent to the transportation planning work to be performed by the MPO under this Agreement;

9. Coordinate, review and comment on MPO's long-range transportation plan, in a timely manner, for use as a guide in statewide planning and programming activities;

10. Approving the MPO TIP on behalf of the Governor;

11. Developing the statewide long-range transportation plan and the Statewide Transportation Improvement Program (STIP) in cooperation with MPO, pursuant to the provisions of 23 U.S.C. 135;

12. Coordinating and reconciling MPO transportation plans and programs with statewide plans and programs as necessary to ensure connectivity within transportation systems, in cooperation with the MPO;

13. Including the metropolitan TIP without change in the STIP, directly or by reference, after approval of the TIP by the MPO and the Governor.
14. Monitoring the MPO's transportation planning process to ensure compatibility with State and USDOT programs and objectives and to certify compliance with applicable Federal requirements;

15. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring and reporting of system performance in coordination with the MPO and Transit Operators (based on FHWA and FTA performance measure final rules);

16. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and general public in the review and evaluation of all state transportation plans and programs;

17. Working with the MPO and Transit Operators in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program.

18. Working cooperatively with the MPO and Transit Operators in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

C. Each **Transit Operator** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities:

1. Actively participating in MPO activities to represent the public transit interests and ensure awareness and consideration of public transit plans, programs, projects and policies in MPO decision-making.

2. Coordination of short-range (e.g, TIP), mid-range (3-5 year) and long-range transit planning and programming (e.g., Transit Development Plan) with other transportation planning and programming, with cooperation and technical assistance from the MPO;

3. Providing information relative to the proposed programming of Federal, State and local funds for metropolitan transit system improvements and services that fall under the Transit Operator's jurisdiction;

4. Preparing and submitting applications for State and Federal mass transportation capital and operating assistance grants and administering approved grants;

5. Conducting preliminary engineering and final design studies relating to mass transportation capital facilities, including, but not limited to, transit stations, shelters, bus stop signs, garages, maintenance buildings, operator buildings, and rolling stock;

6. Conducting detailed operational planning necessary to establish or modify transit routes, schedules, fares, stop locations, transfer points, vehicle assignments, and other operating procedures in accord with the proposals contained in the TDP;

7. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990;

8. Endorsing the MPO metropolitan area transportation plan in a timely manner, for use as a guide in local transit planning and programming activities;

9. Conducting transit marketing planning, including, but not limited to, the conduct of market surveys, the design of user information materials, and the development of transit promotion programs;

10. Conducting transit management planning, including but not limited to, activities related to personnel procedures and training programs, maintenance policies, fare collection and handling procedures, and accounting practices;

11. Collecting data to meet the requirements of 49 U.S.C. 5335;

12. Collecting data to meet the requirements of Wisconsin Administrative Code Trans 3, 4, and 8;

13. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring and reporting of system performance in coordination with WisDOT and the MPO (based on FHWA and FTA performance measure final rules); and

14. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and general public in the review and evaluation of all state transportation plans and programs.

15. Working with the MPO and WisDOT in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program.

16. Working cooperatively with the MPO and WisDOT in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

## Article III: Scope of Work

A. The cooperative metropolitan transportation planning process shall be carried out in accordance with a Planning Work Program approved by the MPO, WisDOT and USDOT, in consultation with appropriate transportation providers have entered into the Planning Work Program, including budget and cost allocation. The Planning Work Program will be reviewed, approved and replaced annually. The original and all approved subsequent Planning Work Programs during the terms of this agreement shall be made part of this agreement, and made a part of this Agreement which shall constitute the scope of work to be performed under this Agreement.

B. The Planning Work Program shall set forth a description of the specific metropolitan transportation planning activities and products to be completed each calendar year, the corresponding staff and budgetary requirements, and the allocation of the total costs between the participating agencies. Responsibility for the following planning activities shall be identified in the Planning Work Program, where applicable:

    1. Preparing technical and other reports to assure documentation of the development, refinement and reappraisal of the transportation plan; and

2. Conducting detailed corridor or subarea studies to evaluate major transportation investment alternatives and their social, economic and environmental impacts pursuant to 23 CFR 450.

C. Upon adoption of the Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, WisDOT shall authorize the MPO to proceed with the Planning Work Program in writing, and in accordance with the terms and conditions of such approval.

The Planning Work Program may be amended during the course of the year upon written request of the MPO subject to (1) the written concurrence of WisDOT and USDOT funding agencies and (2) the availability of funding, if applicable.

D. The cooperative metropolitan transportation planning process to be conducted under this agreement and governed by the provisions of 23 CFR 450 shall encompass the Metropolitan Planning Area, as determined by agreement between the Governor and MPO.

## Article IV: Organization and Administration

A. The governing body of the MPO shall appoint and maintain such policy, citizen and/or technical advisory committees as deemed appropriate to effectively carry out the comprehensive metropolitan transportation planning process under this Agreement. WisDOT and the Transit Operator shall be represented on such policy and technical advisory committees.

B. MPO may enter into such institutional arrangements, service contracts or agency agreements as it deems necessary to carry out the scope of work under this Agreement with the understanding that the MPO shall remain accountable for completion of planning products in accordance with the Planning Work Program. All such contracts, subcontracts, agreements or other written understandings for services shall conform to the appropriate provisions of 2 CFR 200 as supplemented by 23 CFR 420.119 issued by the Federal Highway Administration (FHWA); Federal Transit Administration (FTA) Circular 4220l.E and any changes or revisions thereto; and other applicable guidance the FTA, FHWA or USDOT may issue.

C. When consultants are to be employed in accomplishing work under this Agreement, all parties providing funding or technical support for such work shall have the right to review and advise on basic study methods and procedures and to review and approve subcontracts.

D. Nothing in this Contract shall be deemed as a waiver of WisDOT's nor the State's sovereign immunity consistent with Wisconsin State law.

## Article V: Inspection of Work

WisDOT and USDOT shall, at all times during the effective period of this Agreement, be accorded proper facilities for inspection of the metropolitan transportation planning work activities and shall, in accordance with Article XI, have access to all data, information, records and documents pertaining to the work under this Agreement.

## Article VI: Work Product

A. WisDOT, the MPO and the Transit Operator shall give each other and applicable USDOT agencies reasonable opportunity to review and comment on their respective reports produced under this Agreement prior to publication of the final report.

B. All reports and documents published by all parties under this Agreement shall give credit to all other parties and to participating USDOT agencies and include appropriate disclaimer statements regarding representation of USDOT views or policies.

C. WisDOT and USDOT shall each have the royalty-free nonexclusive and irrevocable right to reproduce, publish, distribute, or otherwise use, and to authorize others to use, the work produced under this Agreement for government purposes.

## Article VII: Prohibited Interest

A. No member, officer or employee of the MPO or any state or local public body during his or her tenure or for one year thereafter may have or acquire any interest whatsoever, direct or indirect, in this Agreement or proceeds thereof or any benefit arising therefrom.

B. No member of or delegate to the Congress of the United States of America may have or acquire any interest whatsoever, direct or indirect, in this Agreement or proceeds thereof or any benefit arising therefrom.

## Article VIII: Funding and Payment

A. Funding levels and financial responsibilities for the continuing metropolitan transportation planning process shall be negotiated annually in conjunction with the preparation, review and approval of the Planning Work Program, and shall consider such factors as the availability of federal planning monies and state and local matching funds, statewide allocation formulas developed in cooperation with MPOs, and the relative benefits to participating agencies.

B. Upon adoption of the Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, the Planning Work Program shall be deemed to constitute a part of this Agreement with respect to the scope of work and funding

arrangements. Specific terms or conditions governing the financial aspects of the Planning Work Program will be set forth in WisDOT's annual authorization letter.

C. All costs incurred during the progress of the metropolitan transportation planning work activities under this Agreement shall be shared by the MPO and the other participating agencies on the basis of the cost allocation schedule set forth in the approved Planning Work Program.

D. WisDOT's share of program costs, together with any USDOT share, which is administered by WisDOT, will be paid to the MPO following the receipt of a properly executed invoice, and a detailed status of expenditures report per WisDOT Unified Planning Work Program Handbook.

E. Progress reports containing a narrative and financial account of the work accomplished to date shall be furnished by MPO to WisDOT at no greater than a quarterly interval. These reports shall be due 30 days after the end of the first, second and third quarters, and 60 days after the final quarter.

F. WisDOT may withhold or delay approval of invoices if the MPO fails to submit progress reports or scheduled products in a timely and satisfactory manner. WisDOT shall provide reimbursement to the MPO within 15 business days so as to comply with federal planning requirements for the timely payment for all submitted and approved progress reports, finished products, and invoices.

## Article IX: Cost Principles

A. Allowable Costs. Actual costs incurred by MPO under this Agreement shall be eligible for reimbursement provided the costs are:

1. Verifiable from the MPO's records;

2. Not included as match funds as prescribed by federal law or regulation for any other federally assisted program;

3. Necessary and reasonable for proper and efficient accomplishment of the approved Planning Work Program;

4. In conformance with the standards for allowable costs set forth in 2 CFR 225 (Office of Management and Budget (OMB) Circular A-87, revised) and with applicable guidelines, regulations, or federal Agreement provisions issued by FHWA or FTA.

5. Not paid by the federal government under another assistance agreement unless authorized to be used as match funds under the other federal agreement and the laws and regulations governing such agreement; and

6. Provided for in the approved Planning Work Program.

7. No contributions where costs are not incurred, such as volunteer services or donated property, may be accepted as the non-federal share.

B. Indirect Costs. MPO costs charged on an indirect basis shall be supported by an indirect cost allocation plan and indirect cost rate proposal. Such plans shall be submitted with certification to WisDOT and the host agency's cognizant federal agency for approval prior to recovering any indirect costs included under this Agreement.

## Article X: Property Utilization and Management

The MPO shall comply with the property management standards as set forth in 2 CFR 200, Subpart D, Property Standards.

## Article XI: Records and Audits

A. The MPO shall, for the program of continuing, comprehensive transportation planning and programming activities maintain an accounting system that adequately accounts for all funds provided for, accruing to, or otherwise received from the federal, state and local units of government, or any other quasi-public or private source under this Agreement.

B. All eligible costs, including paid services and expenses contributed by the MPO, shall be charged to the approved Planning Work Program by the MPO and shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records and other evidence pertaining to the costs incurred by the MPO under this Agreement shall be maintained by the MPO and shall be clearly identified and readily accessible. WisDOT and USDOT shall have authority to audit, review, examine copy and transcribe any pertinent data, information, records or documents relating to this Agreement at any reasonable time. The MPO shall retain all records and documents applicable to this Agreement for a period of not less than three (3) years after final payment is made to WisDOT by the federal funding agencies.

C. The MPO shall have a single, organization-wide financial and compliance audit performed by a qualified, independent auditor if required to do so under federal laws and regulations. (See 2 CFR 200 Subpart F Audit Requirements.). This audit shall be performed in accordance with 2 CFR 200, and state single, organization-wide audit guidelines issued by the Wisconsin Department of Administration (DOA). A copy of the audit shall be furnished to WisDOT.

## Article XII: Certification Regarding Lobbying

A. The MPO certifies, by signing this Agreement, to the best of his or her knowledge and belief, that:

   1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The MPO also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

## Article XIII: Effective Date and Duration of Agreement

A. This Agreement shall become effective upon execution by WisDOT, the MPO, and the Transit Operator and shall remain in force until terminated under provisions of Article XIV, or until superseded by a new agreement.

B. This Agreement may be amended from time-to-time as facts or circumstances warrant or as may be required by OMB and/or state laws, administrative regulations, departmental orders, or guidelines having the full force and effect of law.

C. This Agreement supersedes any previous cooperative agreement for metropolitan transportation planning.

## Article XIV: General Provisions

A. Choice of Law. This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and the State of Wisconsin.

B. Entire Agreement. This Agreement together with those documents referred to herein contain the entire agreement of the parties and supersedes any and all prior COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING agreements and draft agreements, or oral understandings between the parties.

C. The State of Wisconsin may cancel this and any related contract in whole or in part, and without penalty due to nonappropriation of funds or for failure of the MPO and Transit Operators to comply with terms, conditions, and specifications of this contract by notice required in Article XV.

D. Severability. If any provision of this Agreement or the application of this agreement is held invalid, the enforceability of all other provisions shall not be impaired.

## Article XV: Termination Of Agreement

WisDOT, the MPO or the Transit Operator may terminate this Agreement by giving sixty (60) days written notice of such termination to the other parties. In the event of termination, the MPO will be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement to the effective date of such termination.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**WAUSAU METROPOLITAN PLANNING ORGANIZATION**

By George Peterson Date 2/14/17
Marathon County Metropolitan Planning Commission, Chair

**STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION**

By _____ Date 3/6/17
Dave Ross, Secretary

**TRANSIT OPERATOR (METRO RIDE TRANSIT SYSTEM)**

By Greg Seubert Date 2/16/17
Greg Seubert, Transit Director