

**CALENDAR YEAR 2023
SPECIALIZED TRANSPORTATION ASSISTANCE GRANT AGREEMENT
BETWEEN
THE
STATE OF WISCONSIN
AND
THE COUNTY OF SAUK**

This Grant Agreement is made and entered into between the State of Wisconsin, Department of Transportation, hereinafter referred to as "Department" and the County of **SAUK**, hereinafter referred to as "Recipient."

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 compared 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, Recipient has applied to the Department for its proportionate share; and,

WHEREAS, 1983 Wisconsin Act 27 amended s.85.21(3)(c), Wis. Stats., to permit a county to hold state aid in trust beyond the end of a program year for future expenses or the acquisition or maintenance of transportation equipment; and

WHEREAS, Recipient has by resolution of its Board of Supervisors dated 3/19/1985 authorized state aid to be held in trust according to administrative rules promulgated by the Department under TRANS 1.05(2), Wis. Admin. Code (January 1984) and has submitted a plan, approved by the Department, for using the aid to be held in trust.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

Except for the trust conditions established under Section VI, the term of this Grant Agreement shall extend from January 1, 2023 through December 31, 2023. The trust conditions established under Section VI shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE DEPARTMENT

The Department agrees to pay the Recipient **\$174,748.00** following the execution of this Grant Agreement subject to the provisions of Chapter TRANS 1.08(3), Wis. Admin. Code.

SECTION III: RESPONSIBILITY OF THE RECIPIENT

- A. The Recipient agrees to undertake and complete the transportation project(s) as described in its annual application and approved by the Department, which is hereby incorporated by reference into this Grant Agreement. Recipient may amend its application during the effective period of this Grant Agreement with the Department's concurrence, however the Recipient agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of that county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability.
- B. The Recipient agrees 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 Recipient agrees to appropriate at least **\$34,949.60** to match the state assistance it receives under this Grant Agreement. 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. Recipient agrees to expend the local match amount within the term of this Grant Agreement, on the projects described in its annual application and approved by the Department. No portion of the local match amount may be placed or held in Trust.
- E. The Recipient assures that it will use the state assistance granted under this Grant Agreement and its appropriated match only to assist specialized transportation services outlined in its grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, the Recipient may make this capacity available to persons who are neither elderly nor disabled.
- F. Equipment purchased with state assistance under this Grant Agreement must be used in the performance of specialized transportation services for the duration of its useful life. The Recipient shall reimburse the Department 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 Recipient'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 Grant Agreement. Program income includes passenger donations, fares and copayments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Grant 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 STATE AID

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

- A. Be made in conformance with the Recipient's application and all other provisions of this Grant Agreement;
- B. Be necessary in order to accomplish the projects described in the Recipient's 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 Grant Agreement;
- F. Be in conformance with the cost standards set forth in Attachment I to this Grant Agreement; and
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID HELD IN TRUST

- A. Recipient may hold in trust, according to s.85.21(3)(c), Wis. Stats. (1983), aid received under this Grant Agreement for future expenses or the purchase or maintenance of transportation equipment used for specialized transportation.
- B. The balance and any expenditures of aids, allocated under this and previous Grant Agreements, held in trust shall be subject to the trust conditions that are attached to this Grant Agreement as Attachment II. The balance and expenditures of aid held in trust shall be consistent with Recipient's plan for using aid held in trust in which the plan has been reviewed and approved by the WisDOT Program Manager.
- G. The Recipient agrees that the balance of aid held in trust may not exceed, on a quarterly basis, an average daily balance of \$80,000 as per state Administrative Rule Trans. 1.05(2)(b). Any balance exceeding this allowance shall be refunded to the Department 30 days after the end of the quarter.

SECTION VII: STATE AID BALANCE

The Recipient agrees to refund to the Department the balance of state aid received under Section II that has not been expended or retained under the trust conditions of Section VI. Such a refund shall be made by not later than June 30, 2024.

SECTION VIII: RECORDS AND AUDITS

- A. The Recipient and any organizations to which it gives its financial assistance under this Grant Agreement shall establish and maintain accounts for the specialized transportation services receiving assistance under this Grant Agreement as well as for any assistance held in trust. 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 Grant Agreement.
- B. All costs charged to the assistance covered by this Grant 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 beyond the close of the grant and shall be available upon request to the Department, its officials, employees or designees for inspection and audit purposes.
- D. 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. (See [Code of Federal Regulation 2 CFR Part 200](#)).
- E. This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F 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 IX: REPORTING REQUIREMENTS

- A. The Recipient shall submit quarterly reports to the Department using forms supplied by the Department. The reports shall be submitted to the department within the month that follows the end of each three-month period.
 - a. **The first period shall cover January 1 – March 30; due no later than April 30, 2023.**
 - b. **The second period of April 1 – June 30; due no later than July 31, 2023.**
 - c. **The third period of July 1 – September 30; due no later than October 31, 2023.**
 - d. **The final period shall cover October 1 – December 31; due no later than January 31, 2024.**
- B. The Recipient shall also submit an annual financial report for each of the transportation projects receiving assistance under this Grant Agreement, using forms supplied by the Department. The annual report shall be **due no later than March 31, 2024.**

SECTION X: THIRD-PARTY CONTRACTS

- A. Recipient may not use the aids under this Grant Agreement to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. 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 \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.

SECTION XI: TERMINATION

- A. The Department may terminate the aid allocated under this Grant 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 the Recipient to comply with the terms and conditions of this Grant Agreement or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered to conflict with the purpose of the assistance program. The Recipient may also terminate the aid allocated under this Grant Agreement by formal action of its Board of Supervisors.
- B. In event that the aid allocated under this Grant Agreement is terminated by either party, the Department agrees to reimburse Recipient for the state share of eligible costs incurred prior to the termination date. Notwithstanding any other provision of this Grant Agreement, Recipient shall refund any state assistance received under this Grant Agreement that has not been spent or retained in full accordance with this Grant Agreement; s.85.21, Wis. Stats.; and any applicable administrative rule.
- C. The Department may also terminate the arrangement by which Recipient holds unspent state aid in trust at any time that it determines that the Recipient is not fulfilling the purpose of a trust arrangement, as expressed in s.85.21(3)(c), Wis. Stats., or is not complying with the trust conditions of this Grant Agreement. The Recipient may also terminate the trust arrangement by formal action of its Board of Supervisors.
- D. In event that either party terminates the arrangement by which Recipient holds unspent state aid in trust, Recipient shall refund to the Department the balance of aid held in trust as well as any accumulated interest.
- E. Both parties agree that a notice of intent to terminate shall be made by "return-receipt certified mail" at least 30 days prior to the proposed termination date.

SECTION XII: EXECUTION

IN WITNESS WHEREOF this Grant Agreement shall become effective upon its complete execution by the Department and the Recipient.

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION**

By _____ Date _____
Ian Ritz, Chief
Public and Specialized Transit Section

COUNTY OF SAUK

By Brent R. Miller Date 3/13/2022?
Name BRENT R. MILLER
Title ADMINISTRATOR
Unit ADMINISTRATION

Attachment I - COST STANDARDS

Allowable Costs

LABOR. Wages paid to employees in exchange for labor. These are wages that are typically paid to drivers; passenger aides or escorts (but not volunteers); dispatchers; service coordinators or brokers; mechanics; administrative, planning or other technical personnel.

FRINGE BENEFITS. Payments to others on behalf of employees or payments to employees for something other than performance of their work. Fringe benefits are payments on behalf of the employees to other parties such as an insurance company or a governmental tax authority. These payments are for FICA, pension plans, medical and dental insurance, and other insurance plans. Fringe benefits may also include payments to employees for something other than work such as paid sick leave, paid holidays, and paid vacation.

MATERIALS AND SUPPLIES. The cost of materials or supplies consumed from inventory or purchased for immediate use. Materials and supplies include tangible products such as fuel and lubricants; tires; equipment maintenance supplies and spare parts; and office supplies. Freight-in charges, discounts, and sales tax are to be included.

UTILITIES. Payments to utility companies for their resources.

Payments to utilities are made for such resources as gas, water, electricity, telephone service, etc.

LIABILITY AND CASUALTY COSTS. Payments for insurance programs that protect a project from losses incurred or caused by the project; payments to others for their losses caused by the project.

TAXES. Taxes levied on a project by federal, state, and local governments, but not including income taxes.

PURCHASED TRANSPORTATION SERVICE. Payments to other organizations for the provision of transportation service. Other organizations would typically include another county agency; a "Section 5310" grantee or other private, nonprofit corporation; a public transit system; or private contractors such as school bus operators, taxi firms, or lift-equipped van services.

OTHER PURCHASED SERVICES. Payments to other organizations for services supporting the provision of specialized transportation service. Other purchased services could include maintenance of vehicles or other related equipment; professional and technical services; advertising or promotion; printing; custodial services; temporary help; accounting and auditing.

LEASES AND RENT. Payments for the use of equipment or facilities owned by other organizations. Items typically leased or rented include vehicles; two-way radio equipment; and office or storage space.

PURCHASE OF EQUIPMENT. Purchase of equipment with which to provide specialized transportation service. Specialized transportation typically includes passenger-carrying vehicles; vehicle mounted wheelchair loading and securement devices; two-way radio equipment; office and maintenance equipment; and other durable goods or equipment used in the provision of specialized transportation service. If equipment is shared with non-specialized transportation functions, then only that part of the equipment's cost which is proportional to its use in specialized transportation is eligible.

TRAVEL. This cost includes the expenses of transportation, meals, out-of-town lodging and related expenses such as parking that are incurred by employees, volunteers and other individuals as authorized by the county. Travel is allowed for: specialized transportation service provided by project employees or volunteers to eligible passengers; official business of the project; and travel by the elderly or disabled, using personal or other available means of transportation, when authorized by a project (includes "user-side" subsidies).

INTEREST. Interest on money borrowed over a short term (one year or less) for operating expenses or over a long term (more than one year) for equipment purchases.

ADVERTISING. Cost of media such as newspapers, magazines, newsletters, radio, television, direct mailing, posters, handouts, etc. The subjects of advertising may include the recruitment of paid or volunteer personnel; solicitation of bids for goods and services; sale or disposal of property or services; announcements of hearings or other public meetings; and the announcements of service information such as routes, schedules, contact persons, etc. All advertising must pertain to the projects of specialized transportation.

VOLUNTEER HONORARIUMS AND RECOGNITION EVENTS. Costs of gifts, mementos, dinners and ceremonies in recognition of volunteered services. No more than one event or group of presentations per project per year shall be eligible under this Grant Agreement.

SUBSCRIPTIONS AND MEETINGS. The cost of books and periodicals are allowable if they directly pertain to the management, planning and operation of transportation services. Such items must be procured for agency and not individual use. Meeting or conference fees are allowable when the primary purpose of the meeting is the dissemination of technical information. Fees for conferences or meetings designed to influence legislation are not allowed.

Allowable with Approval of the Department

AID HELD IN TRUST. State aid may be held in trust over multi-year periods for future equipment acquisitions or maintenance when specifically allowed by the Department under s.85.21(3)(c), Wis. Stats. Effective January 1, 2006, the balance of aid held in trust may not exceed an average daily balance on a quarterly basis of \$80,000.

Unallowable Costs

DEPRECIATION. Depreciation accrued by public operators, depreciation on facilities or equipment purchased with public (federal, state or local) capital grants, depreciation on an intangible asset, and depreciation in excess of the rate used for income tax purposes.

ENTERTAINMENT. The costs of amusements, social activities, and related costs.

FINES AND PENALTIES. Costs resulting from violations or failures to comply with laws and regulations.

CHARITABLE CONTRIBUTIONS AND DONATIONS.

BAD DEBT. Losses arising from uncollectible accounts or other claims.

RESERVE FUNDS FOR FUTURE EXPENSES. State aid may not be saved or carried-over from one year to another for any purpose, except as set forth in the Trust Fund Plan.

LOBBYING. The cost of any activity designed to influence law making is not allowable.

ADVISORY COMMITTEES OR COUNCILS. The cost of advisory committees or councils is not allowed except when the function of such groups is solely to advise or assist in the preparation of a technical study. The life or term of any such group may not exceed the term of the study.

GENERAL PUBLIC ADMINISTRATION. The cost of general county or local government as it incidentally pertains to the activities covered by this Grant Agreement is not allowed. This typically would include meetings of the county board and its subcommittees and activities of general county administrative positions not covered by an indirect cost allocation or time study.

CONSTRUCTION. The cost of building or modifying fixed facilities such as garages, shelters and other buildings is not allowed.

LAND ACQUISITION.

Attachment II –TRUST CONDITIONS

The following conditions are based on administrative rules adopted by the Wisconsin Department of Transportation under Chapter TRANS 1, Wis. Admin. Code, on November 15, 1983. The conditions apply to state financial aid received under s.85.21, Wis. Stats., and held in trust as allowed by s.85.21(3)(c), Wis. Stats.

1. Authority to Hold State Aid in Trust. Only the Recipient may hold state aid in trust. The Recipient may not delegate its authority to hold aid in trust to any other organization or person.
2. Separate Accounting. State aid retained in trust shall be accounted for separately from current aid and funds from other sources or programs.
3. No Cash Segregation Necessary. Recipient need not physically segregate the state aid that it holds in trust from other funds.
4. Investment Allowable. Recipient may invest the state aid that it holds in trust separately or it may pool the aid with other funds for investment. Aid may be invested in such manner as Recipient is authorized to invest its funds.
5. Interest to be added to Aid Held in Trust. Any interest earned by aid held in trust shall be added at least annually to the aid held in trust. Interest earned from a pooled investment shall be determined from the average annual rate of return for all funds with which the aid is invested and the average monthly balance of aid held in trust during the year.
6. Allowable Use of Aid Held in Trust. Aid held in trust may only be spent for the purpose of acquiring or maintaining transportation equipment used for transportation services allowed under s.85.21, Wis. Stats., or for future transportation activities allowed under Trans 1 of the Wisconsin Administrative Code.
7. Grants Allowable. Recipient may make grants for the purchase or maintenance of equipment from the state aid that it holds in trust to other organizations that provide approved specialized transportation services. The grants may not exceed the amount of eligible expenses actually incurred.
8. Plan for Use of Aid Held in Trust. The balance of state aid held by Recipient in trust and the expenditures of those aids shall be consistent with a plan prepared by Recipient and approved by Department. The plan must indicate the purpose for which aids are to be held in trust; describe the equipment to be acquired, replaced or maintained; identify the owner of the equipment; and indicate the projected dates and amounts of outlays from the aid held in trust for capital or operation items. The plan may be amended with the Department's approval at any time.
9. No Permanent Minimum Balance. All aid held by Recipient in trust must be available for expenditure. A permanent minimum balance of aid may not be established.
10. Maximum Balance. Effective January 1, 2006, the balance of aid held in trust may not exceed an average daily balance on a quarterly basis of \$80,000.
11. Record Keeping. Recipient shall maintain records showing the dates and amounts of additions to the aid held in trust; the dates, amounts and purposes of expenditures from the aid; and the dates and amounts of interest earned. The records may be kept separately or as an integral part of Recipient's bookkeeping system.