

ENROLLED ORDINANCE 179-60

APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH WAUKESHA
METRO TRANSIT FOR ADMINISTRATION OF THE WAUKESHA COUNTY TRANSIT
SYSTEM

WHEREAS, Waukesha County funds a transit system designed to address the mass transit needs of employers and employees commuting between Waukesha County and neighboring counties with transit services provided by third party contracts; and

WHEREAS, Waukesha County has contracted for the administration of this transit system since 2004; and

WHEREAS, the City of Waukesha owns and operates a public mass transportation system and has acted as administrator for the Waukesha County Transit System since the Department of Public Works began outsourcing this work in 2004; and

WHEREAS, the current five-year Intergovernmental Cooperation Agreement with Waukesha Metro expires on December 31, 2024.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the contract for services on file with the Department of Public Works to obtain administration services of the Waukesha County Transit system for the period January 1, 2025 through December 31, 2029 through an Intergovernmental Cooperation Agreement with Waukesha Metro Transit is authorized and the Director of Public Works is authorized to execute the Agreement.

APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH WAUKESHA METRO
TRANSIT FOR ADMINISTRATION OF THE WAUKESHA COUNTY TRANSIT SYSTEM

Presented by:
Public Works Committee


Keith Hammitt, Chair

Approved by:
Finance Committee


Gary J. Szpara, Chair

Absent

James Batzko

Larry Bangs

Robert L. Kolb

Darryl J. Enriquez

Chris Mommaerts

Wayne Euclide

Thomas J. Schellinger

Joel R. Gaughan

Steve Styza

Darlene M. Johnson

Terry Theme

Richard Morris

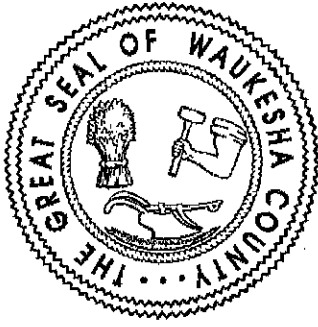
The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 12/30/24, Kelly Jaeger, Deputy
Margaret Warman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 12/28/2024, Paul Farrow
Paul Farrow, County Executive



CONTRACT NO. 1504
 DEPARTMENT: Public Works
 DATE OF AWARD: IGA to take effect 1/1/2025

Intergovernmental Cooperation Agreement

BACKGROUND INFORMATION:

Waukesha County funds a transit system designed to address the mass transit needs of employers and employees commuting between Waukesha County and neighboring counties with transit services provided by third party contracts.

Waukesha County has contracted out the administration of this transit system since 2004.

The City of Waukesha owns and operates a public mass transportation system and has acted as Administrator for the Waukesha County Transit System since the Department of Public Works began outsourcing this work in 2004.

Section 66.0301 of the Wisconsin Statutes promotes intergovernmental cooperation including agreements as set forth herein.

Therefore, in consideration of the mutual promises of the Parties stated herein and pursuant to the authority granted by Wisconsin Statutes §66.0301, the Parties enter into an Intergovernmental Agreement (hereafter referred to as "AGREEMENT") as follows:

Service Description:	Waukesha County Transit Administration Services-City of Waukesha	
Time of Performance:	January 1, 2025 through December 31, 2029	
Total Amount of Contract:	Maximum Compensation Not to Exceed:	
	1st year	\$147,700.00
	2nd year	\$152,131.00*
	3rd year	\$156,694.93*
	4th year	\$161,395.77*
	5th year	\$166,237.65*

*Years 2-5 estimated at a 3% increase. See Section 3, page 7 of 13, for specific conditions of compensation.

The parties to this Agreement are **the City of Waukesha, d/b/a City of Waukesha Transit Commission** (hereinafter referred to as the "CITY"), and Waukesha County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance and time schedules as outlined in this document and attachments will be approved by: **Allison Bussler, Director of Public Works.**

Work shall commence in accordance with the terms and conditions of this AGREEMENT after the CITY has executed the AGREEMENT, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the AGREEMENT that is complete and fully executed.

In reliance on the CITY's representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this AGREEMENT, the COUNTY agrees to engage the CITY as an independent contractor and not as an employee of the COUNTY to perform those services all in accordance with the terms and conditions of this AGREEMENT.

I. REQUIREMENTS: The CITY is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this AGREEMENT.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

II. SCOPE OF SERVICES:

SERVICES TO BE PROVIDED INCLUDE:

A. Service Provider Contract Management – Administrative

The CITY shall provide administration of all existing service provider contracts, until said service provider contracts expire as mentioned below. Administration shall include, but not be limited to:

- i) Ensuring all oversight required for adherence to routes and schedules
- ii) Ensuring proper collection, accounting and auditing of passenger fares and fare structures
- iii) Monitoring of costs and disbursements of Federal, State and COUNTY funds as needed to satisfy terms of the service provider contracts
- iv) Ensuring a marketing plan is in place
- v) Re-bid existing routes prior to service provider contract expiration through a formal Request for Proposal (RFP process)
- vi) Bidding new routes through RFP process
- vii) Providing RFP final draft to the COUNTY for review and approval prior to making solicitation available to the public
- viii) Providing drafts of each service provider contract to the COUNTY for review and approval before execution
- ix) Providing COUNTY with copies of all executed service provider contracts

The CITY agrees that if the AGREEMENT is terminated or not renewed for a subsequent term for services commencing in 2030, that it will assign any existing transit service provider contracts to the COUNTY or the succeeding administrator as the COUNTY directs.

1. Existing Route Contracts:

The CITY shall advise the COUNTY in writing, no less than 180 days in advance of the applicable route contract expiration date, if the CITY is interested in submitting a proposal to be a service provider for that route. The COUNTY will then be responsible for the RFP process and award.

If the CITY is not interested in submitting a proposal for the route, CITY will advertise and let RFP's for that specific route's service provider and award such service to the responsive, responsible provider who scores the highest total on the evaluation criteria.

The CITY shall include the following language in all transit service provider RFP's and, to the extent possible through good-faith negotiation with third party service providers, in any subsequent contracts administered by the CITY:

- a. Assignment Clause – Provider agrees to the assignment of the Contract to the COUNTY or successive administrator upon a change in administrators as the COUNTY may direct.
- b. Insurance – Provider agrees to include the same insurance requirements as noted in Section XXI with the following exceptions: Errors & Omissions is not required. Add Automobile Liability Insurance as follows:

Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$1,000,000.

Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as an additional insured with respect to the General Liability.

Current Service Provider Contract Expiration Dates

- i) Wisconsin Coach Lines Routes 901/904/905 _____ 05/31/2028
- ii) WI Transportation (grandfathered Paratransit) _____ 12/31/2025
- iii) Waukesha Metro Transit Route 1 _____ 06/03/2028
- iv) FlexRide _____ reviewed annually

2. Reports

The CITY shall provide analysis and statistical reports quarterly for the transit service that it administers or operates for COUNTY. Operational statistics should include cost per hour, cost per mile, cost per passenger, passengers per hour, passengers per mile, subsidy per passenger and fare box recovery. Statistics should include year-to-date information and prior year information by route. Specific format of reports will be discussed and agreed upon between the CITY and the COUNTY. See example of a statistical report in Exhibit B – Route Statistics. Reports are due to the Waukesha County Department of Public Works Business Manager no later than forty-five (45) business days after the end of each quarter.

3. Budget Assistance

The COUNTY and the CITY's staff shall meet no later than the end of the first fiscal quarter each year to discuss services and costs so as to facilitate the local budget process for both COUNTY and the CITY. The CITY shall provide the following reports to COUNTY to facilitate the annual budgeting process and must meet the scheduled dates as shown:

- a. By April 30th of each year, the CITY shall report on year-end statistical and financial performance of COUNTY transit service for the prior year. Statistical reports should include, but not be limited to, cost per hour, cost per mile, cost per passenger,

passengers per hour, passengers per mile, subsidy per passenger and fare box recovery. Financial reports should include route by route comparison of year-end financial information to budget and financial information pertaining to the fuel adjustment clauses for each route, including debits and credits by route and by month.

- b. By May 15th of each year, the CITY shall report on first quarter COUNTY transit performance. The CITY will also report and discuss with the COUNTY all expected changes to funding or service for the following year including but not limited to costs to continue, State and Federal funding changes, service changes, and fare changes. These reports should be in a route-by-route format.
- c. By June 10th of each year, Waukesha County Department of Public Works staff provides to the CITY funding assumptions, including tax levy targets, for the following budget year.
- d. By June 30th of each year, the CITY will provide to Waukesha County Public Works staff a detailed budget for the following year. This budget will detail gross expenditures, fare box revenues, State/Federal revenues, any other revenues, by route. It will also include expenditures and revenues for all overhead and ancillary expenditures such as COUNTY staff time, park and ride lot maintenance, and marketing. The CITY will also provide statistical information for the current year and the budget year for reporting in the annual COUNTY budget book.
- e. By August 15th, the CITY, along with representatives from the Waukesha County Department of Public Works, will present the recommendations to the Waukesha County Executive's office where they shall be reviewed as part of the Executive's proposed budget to the Waukesha County Board.
- f. In October of each year, the CITY, along with representatives from the Waukesha County Department of Public Works will present budget information to the Public Works and Finance Committees.
- g. In November, the COUNTY will confirm approved budget defining routes, levels of service, fares to the CITY for the next fiscal year.

B. Grants Management

1. Federal Funding

The COUNTY shall be a designated recipient of Federal Section 5307 grant funds.

The CITY agrees to prepare and submit available federal grant applications to assist in funding transit service and to maintain necessary documentation to meet all related federal regulations.

The parties acknowledge that the CITY applies for and receives Section 5307 grant funding according to an allocation determined by SEWRPC, and that grant funds received by the CITY are intended to be divided equally between the COUNTY and the CITY. Therefore, the CITY agrees that not less than 50% of the Section 5307 funding received by the CITY shall be applied to the provision of services to the COUNTY pursuant to this AGREEMENT and shall be applied as a credit towards the COUNTY's payment obligations under this AGREEMENT. This percentage split may be negotiated by both parties in good faith if there is a significant change in service levels of the CITY or the COUNTY. The balance of the Section 5307 funds shall be used to fund eligible transit

services in the COUNTY as directed by the COUNTY.

The CITY agrees to prepare and submit available Federal operating assistance grant applications to assist in funding transit service and to maintain necessary documentation to meet all related Federal regulations. COUNTY agrees to review, approve and sign appropriate Federal grant applications as deemed necessary by the CITY.

2. State Funding

The CITY agrees to prepare and submit available State operating assistance grant applications to assist in funding transit service and to maintain necessary documentation to meet all related State regulations. COUNTY agrees to review, approve and sign appropriate State grant applications as deemed necessary by the CITY.

The COUNTY agrees that if it receives any State operating assistance funds, said funds shall be passed to the CITY as a credit against the cost of services eligible for such assistance.

3. Additional Funding Sources

If during the course of this AGREEMENT additional funding sources become available for use by COUNTY, (i.e. WETAP, CMAQ, etc.) then CITY shall seek out applications for said funding in order to maximize COUNTY's funding resources.

4. Annual Independent Audit

The CITY shall, in conjunction with the grant-required third-party independent audit, obtain a supplemental audit of the Waukesha County Transit expenses and revenues.

C. Authority and Regulations

It shall be agreed and recognized by both the CITY and COUNTY that this AGREEMENT is subject to any regulatory authority of the U.S. Department of Transportation and the Wisconsin Department of Transportation over the routes, service, and fares provided by the transit system. Any regulations imposed by either the U.S. Department of Transportation or the Wisconsin Department of Transportation will be made a part of this AGREEMENT.

The CITY shall have authority and responsibility for the administration, operation, recommendations to the COUNTY, and direction of the transit service provided pursuant to this AGREEMENT. During the term of this AGREEMENT, the CITY may delegate certain authority and responsibilities to subsidiary bodies through contracts, subject to the approval of the COUNTY.

1. Contract Management - Operational

The CITY shall:

- a. Provide planning and marketing coordination services for the transit service it administers for COUNTY. Marketing planning and media purchases shall have the prior approval of the COUNTY before release to the general public. The CITY will work with the contracted service providers to incorporate the COUNTY transit logo on buses and in marketing materials to the extent feasible.
- b. Be required to handle customer complaints, provide driver training and drug tests, resolve issues of fares, and prepare schedules. If the CITY is not providing driver

training and drug testing directly, the CITY will be responsible for ensuring that the transit service providers are performing these duties.

- c. Prepare and distribute public timetables, maintain appropriate records and perform other duties as contained in the transit service provider contracts. This work may be performed either directly by the CITY or through terms contained in operating contracts with transit service providers.

CITY may recommend to COUNTY service and fare changes when deemed appropriate. The Waukesha County Board's Public Works Committee shall be the sole deciding body regarding service and fare changes. The Public Works Committee shall be the body holding any necessary public hearings to comply with Federal and State regulations.

2. Contract Management – Service Modifications

The CITY agrees to act in the capacity of transit service analyst and planner. In this capacity, the CITY will work with COUNTY staff to identify areas not served or areas that are underserved. The CITY will assist the COUNTY in identifying, planning for and costing new or modified services to meet those needs. These services shall include but not be limited to fixed route service, demand responsive service and possible alternative services. The Waukesha County Board's Public Works Committee shall be the sole deciding body regarding service reductions and fare increases. The Public Works Committee shall be the body holding any necessary public hearings to comply with Federal and State regulations.

In the event that the COUNTY chooses to pursue alternative transportation services, the COUNTY reserves the right to negotiate with the CITY, either on its own or through subcontracting with others, to administer these services. Said administration shall include, but not be limited to, marketing (including outreach efforts with businesses to match their employees' transportation needs), or other alternative transportation service. The CITY will monitor the use of the service so that it is being used according to program rules as agreed to by the COUNTY and the CITY.

Should the COUNTY determine it is beneficial to procure buses, particularly on routes where the COUNTY has not received competitive bids, the CITY will assist the COUNTY in all aspects of acquiring rolling stock. This will include, but not be limited to, grant writing, preparation of specifications and bid evaluation.

D. Paratransit Programs

The CITY agrees to either operate directly, or via contract(s), any paratransit services mandated by the Federal government's Americans with Disabilities Act, (ADA), to serve people with disabilities.

These ADA services shall be considered an expense eligible for Federal and State aid. COUNTY agrees to pay the CITY for any Local Share deficit. The CITY agrees to obtain all necessary certifications to approve use of the parallel corridor paratransit services by eligible individuals.

E. Signage

CITY will work with transit service providers to ensure that the Waukesha County transit logo is displayed from the exterior of the contracted service vehicles to the extent feasible. This signage may be fixed or removable, so as to facilitate affixing to vehicles

rotated within a fleet. Whenever publicity or brochures are prepared, they must be pre-approved in writing by Waukesha County Department of Public Works prior to the use or distribution in connection to the services under contract. The Waukesha County transit logo is to be incorporated in these materials.

III. SPECIFIC CONDITIONS OF PAYMENT: Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedules, but only if completion is satisfactory:

Monthly invoices for administering transit services shall be forwarded to Waukesha County's Department of Public Works within sixty (60) days of the last working day of the month invoiced. Invoices should include supporting documentation, such as, but not limited to, fuel clause calculations as described on Exhibit A of Attachment A; fare box information; statistical information; etc.

Submitted invoices shall contain a clear and concise detailed statement of all services provided during the preceding month.

Payments to the CITY shall be made within 30 days of date of invoice, except in cases where the COUNTY has questioned the content of an invoice. Questions or requests for clarifications regarding invoice discrepancies will be forwarded to the CITY in writing within seven (7) days of receipt of invoice in question. The CITY shall respond in writing within ten (10) working days.

Pricing for the first year of service is to be fixed. Thereafter, pricing shall be adjusted for the next year of service according to the Employment Cost Index, Private Industry Wages and Salaries, 12-month percentage change from the 2nd quarter of the previous year to the 2nd quarter of the current year, not seasonally adjusted, for the Midwest Area, or 3% of the previous year's cost, whichever is lower. Only one increase per contract year will be allowed. If a significant change to the scope of services occurs, the parties agree to negotiate in good faith a new rate.

IV. REPORTS:

- A. The CITY agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this AGREEMENT shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CITY. All of the documents and materials prepared or assembled by the CITY under this AGREEMENT will not be made available to any individual, agency, public body or organization, except as required by state or federal law, or court order.
- C. The documents and materials prepared in whole or in part under this AGREEMENT shall not be made the subject of any report, book, writing or oral dissertation by the CITY. If this AGREEMENT is terminated, all finished or unfinished documents or materials prepared under this AGREEMENT shall be immediately transmitted to the COUNTY upon termination.

V. TIME OF PERFORMANCE: The services to be performed under this AGREEMENT are to be undertaken and completed in such sequence as to assure expeditious completion in the light of the purpose of this AGREEMENT, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this AGREEMENT. In addition to all other remedies available to the COUNTY, should the AGREEMENT not be completed by the date specified, the CITY shall continue to be obligated thereafter to fulfill CITY's responsibility to complete the services and to execute any necessary amendments to this AGREEMENT.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CITY agrees that its work shall conform to such recognized high

professional standards as are prevalent in its field of endeavor and like services.

B. Compensation - The COUNTY agrees to pay, subject to the contingencies herein, and the CITY agrees to accept for the satisfactory performance of the services under this AGREEMENT, up to the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1, or any Purchase Order issued pursuant hereto. Compensation for services provided under this AGREEMENT is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes, will apply to any late payments by the COUNTY, except as provided by Section XXII.

C. Taxes, Social Security and Government Reporting - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CITY receiving payment under this AGREEMENT shall be the sole responsibility of the CITY.

Subcontracting – The CITY shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this AGREEMENT. Notwithstanding the foregoing, the COUNTY understands that the CITY maintains a transit management contract with a firm for the operations of the CITY's transit system, and that the transit management employees will be involved in the services provided under this AGREEMENT, all under the supervision of CITY's Transit Manager. If a significant change to the scope of services occurs, the parties agree to negotiate a new rate in good faith.

VII. DISPUTES: The parties shall attempt to resolve, in good faith, all disputes arising between them under this AGREEMENT. Within five (5) days of a party's receipt of written notice of a dispute, that party shall contact the complaining party to meet and discuss the dispute in a good faith attempt to resolve the matter. If the parties cannot reach a mutually agreed upon resolution of the dispute within thirty (30) days of the parties' first meeting on the dispute, each party is free to pursue any available remedy.

VIII. INDEMNIFICATION AND DEFENSE OF SUITS: The CITY agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expenses, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CITY, its employees, agents or subcontractors.

IX. REGULATIONS: CITY agrees to comply with all of the requirements of all applicable Federal, State and Local laws.

X. SAFETY REQUIREMENTS: All material, equipment and supplies used in performance of this AGREEMENT or provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

XI. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this AGREEMENT shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the COUNTY and CITY shall submit to the jurisdiction of the Circuit Court for such lawsuits. This AGREEMENT and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

XII. NOTICE OF BREACH, RIGHT TO CURE, TERMINATION. If either party breaches this AGREEMENT, the non-breaching party shall promptly give written notice thereof to the breaching

party. The breaching party shall then have ten (10) business days after receipt of notice in which to cure the breach. If after notice of the breach is delivered, the dispute resolution process of Section VII is invoked, the running of the thirty (30)-day cure period shall be stayed until the conclusion of the dispute resolution process. Upon a failure to timely cure the breach, the non-breaching party may elect to immediately terminate this AGREEMENT.

In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CITY under this AGREEMENT, shall at the option of the COUNTY, become the property of the COUNTY. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by that party's breach of this AGREEMENT.

XIII. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CITY, including any increase or decrease in the amount of the CITY's compensation, shall be in writing and designated as written amendments to this AGREEMENT.

XIV. WAIVER: One or more waivers by any party of any term of this AGREEMENT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

XV. PERSONNEL:

- A. The CITY represents that it has or will secure, at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CITY or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

XVI. CONTRACTOR RELATIONSHIP WITH COUNTY

- A. Compliance with Federal Immigration Laws and Regulations: Waukesha County supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification and non-discrimination. The execution of this AGREEMENT will be considered certification that the CITY is in compliance with the INA.
- B. Upon completion or termination of the AGREEMENT, it is understood that all completed or partially completed data, records computation, survey information, and all other material that the CITY prepared during the performance of the AGREEMENT shall be provided to and becomes the property of COUNTY, and shall not be made available to any other individual or organization without prior written approval of the County, except as required by state or federal law, or court order.
- C. The COUNTY shall notify the CITY in writing of its dissatisfaction with any worker providing services under this AGREEMENT for the following reasons: (i) unsatisfactory performance that causes negative operational impact at the COUNTY or causes the COUNTY to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct or (iii) violation of COUNTY rules or policies related to this AGREEMENT. The CITY shall forward the notice of dissatisfaction to the subcontractor employing the worker and shall work in good faith and within the terms of the contracts with the subcontractors to attempt to resolve the issues causing the dissatisfaction. The COUNTY acknowledges that transit services are provided by Transdev, Inc., under contract with the CITY, and that Transdev, Inc. in turn contracts with its subsidiary, Professional Transit Management of Waukesha, Inc., for transit operations. Professional Transit Management of Waukesha employs its drivers pursuant to a collective bargaining agreement with the union representing the drivers. The COUNTY further

acknowledges that the hiring, firing, discipline, and direction of the workers providing services under this AGREEMENT are subject to the terms of the subcontracts and collective bargaining agreement, which cannot be varied or disregarded to accommodate the COUNTY's wishes with respect to its dissatisfaction with any workers.

XVII. ASSIGNMENT: The CITY shall not assign or transfer this AGREEMENT and shall not transfer any interest in it without the prior written consent of the COUNTY. Performance of the services required by this AGREEMENT by CITY's subcontractors shall not be deemed a prohibited assignment of this AGREEMENT. Claims for money due or to become due to the CITY from the COUNTY under this AGREEMENT may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVIII. RECORDS:

- A. Establishment and Maintenance of Records** - Records shall be maintained by the CITY with respect to all matters covered by this AGREEMENT. The records shall be maintained for a period of three (3) years after receipt of final payment under this AGREEMENT, except as otherwise authorized or required by applicable law.
- B. Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this AGREEMENT and shall be clearly identified and readily accessible.

XIX. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CITY shall, during normal business hours, furnish or make available, at a time designated by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CITY's custody or control pertinent to this AGREEMENT. Audits and inspections hereunder shall not be required more than once per 12-month period.

CITY shall provide the COUNTY's inspectors or auditors reasonable access to all property, equipment and facilities in CITY's custody or control related to the services provided or purchased under this AGREEMENT. CITY shall be expected to provide, at CITY's expense, reasonable time by CITY's personnel as may be required to provide the COUNTY's inspectors or auditors with the access to information and records required under this Section XIX. but shall not be required to otherwise provide personnel to assist those inspectors or auditors in the conduct of the inspection or audit.

Any information provided to the inspectors or auditors which is deemed confidential by Federal, State or Local laws, shall be held as confidential and not disclosed to the public.

XX. CONFLICT OF INTEREST:

- A. Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this AGREEMENT pertains, shall have any personal interest, direct or indirect in this AGREEMENT.
- B. Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this AGREEMENT, shall have any personal interest, direct or indirect, in this AGREEMENT.
- C. Interest of City and Employees** - If CITY is aware or becomes aware that any person described in Sections XX, A. and B. has any personal financial interest, direct or indirect, in this AGREEMENT, CITY shall immediately disclose such knowledge to the COUNTY. The CITY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services

hereunder. The CITY further covenants that in the performance of this AGREEMENT no person having any conflicting interest shall be employed.

XXI. DISCRIMINATION PROHIBITED:

- A. CITY shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. CITY may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.
- B. The CITY will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XXII. INSURANCE:

- A. The CITY shall agree that it will, at all times during the term of the AGREEMENT, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance shall be primary. Waukesha County shall be named as additional insured with respect to General Liability. Prior to execution of the AGREEMENT, the CITY shall furnish the COUNTY with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the AGREEMENT and provide for 30 days' advance notice of cancellation or non-renewal during the term of the AGREEMENT.
 - 1. Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. CITY shall require subcontractors not protected under its insurance to take out and maintain such insurance.
 - 2. Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations (2) personal injury (3) blanket contractual (4) independent contractors' coverage. Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. The COUNTY, its boards, commission, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.
 - 3. Claims-Made Coverage – For claims-made coverage, the retroactive date of coverage for policies in force during this agreement shall be no later than the inception date of this agreement unless the policy in force at the inception date of this AGREEMENT is extended indefinitely to cover all acts. Coverage shall be extended beyond this AGREEMENT and policy year either by a supplemental extended reporting period of at least two (2) years after work has been completed and accepted with no less coverage by providing a retroactive date no later than the inception date of this AGREEMENT for any policy issued within two (2) years after work has been completed and accepted. The retroactive date shall be stated on the Certificate of Insurance.
 - 4. Umbrella Liability Insurance – Coverage to be in excess of employers' liability, general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- B. No payments or disbursements under the AGREEMENT shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the AGREEMENT void at the COUNTY's discretion.
- C. Additionally, the CITY shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor.

XXIII. FORCE MAJEURE: If performance of a party's obligations under this AGREEMENT is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies (a "Force Majeure Event"), the non-performing party shall not be deemed in breach of this AGREEMENT provided that it immediately provides notice to the other party of the Force Majeure Event and continues good faith efforts to resume performance. Notwithstanding the foregoing, if nonperformance continues for a period that exceeds twenty-one (21) days after the date of the notice of the Force Majeure Event, the party who received the notice may elect to terminate this AGREEMENT by written notice to the non-performing party. Said termination shall be effective immediately upon receipt of the notice, unless stated otherwise in the notice. Section 66.0135, Wis. Stats., shall not apply to any late payment by COUNTY due to a Force Majeure Event.

XXIV. OTHER PROVISIONS:

A. Publicity Releases - CITY agrees not to refer to award of this AGREEMENT in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.

B. Independent Contractor- CITY agrees that it is working in the capacity of an independent contractor with respect to the services provided. Nothing in this AGREEMENT shall be considered to create the relationship of employer and employee between the parties.

C. Consents and Approvals - Whenever in this AGREEMENT a party's consent or approval is required, that party shall act in good faith to timely evaluate the thing for which consent or approval is needed, and shall not unreasonably withhold, condition or delay such consent or approval.

D. Authorization by Governing Bodies - The parties hereby represent and warrant to each other that the governing body of their own governmental unit has taken all actions necessary to approve this AGREEMENT and to authorize the person signing below to sign this AGREEMENT on behalf of that governmental unit and that, upon full execution of this AGREEMENT it shall be binding on each governmental unit.

E. Severability - If any provision of this AGREEMENT is declared invalid by a Court of competent jurisdiction, then to the extent that the invalid term can be severed from the remainder of this AGREEMENT without affecting the enforceability of the remainder of this AGREEMENT of substantially frustrating its purpose, it will be severed, and the remainder of this AGREEMENT will remain in effect and enforceable.

F. Survival - Unless specifically limited in this AGREEMENT, any term, condition or provision of this AGREEMENT will survive the execution of this AGREEMENT or any stated time periods, to the extent necessary for their performance.

G. Liability - Any liability and indemnification by the COUNTY or the CITY is subject to the limits of \$893.80, Wisconsin Statutes, including the amount recoverable.

XXV. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CITY at:

**City of Waukesha Department of Public Works – Metro Transit
Brian Engelking, Transit Manager
2311 Badger Drive
Waukesha, WI 53188**

and to the COUNTY at:

Waukesha County Department of Public Works
 Attention: ALLISON BUSSLER, Director
 Administration Center, Room 310
 515 W. Moreland Blvd.
 Waukesha, WI 53188

All other correspondence shall be addressed as above but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

<p>WAUKESHA COUNTY</p> <p>DEPARTMENT OF PUBLIC WORKS</p>	<p>CITY (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>BY: _____</p> <p>(Manual Signature Required)</p> <p>PRINTED NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _</p>
<p>_____ Allison Bussler, Director</p>	
<p>Date: _____</p>	
<p>Distribution:</p> <p>Original – Department Copy 1 – CITY Copy 2 – Corporation Counsel</p>	

FISCAL NOTE

APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH WAUKESHA
METRO TRANSIT FOR ADMINISTRATION OF THE WAUKESHA COUNTY TRANSIT
SYSTEM

This ordinance authorizes the Waukesha Department of Public Works to enter into an intergovernmental cooperation agreement with the City of Waukesha (Waukesha Metro) to continue to provide transit administration services for Waukesha County. Services to be provided include vendor contract management and grants management of federal and state transit funding including required reporting and regulation compliance.

The term of this agreement is for five years from January 1, 2025 through December 31, 2029. The 2025 agreement amount of \$147,700 can increase annually by 3% or the Employment Cost Index for the Midwest Area, whichever is less.

The 2025 Transportation Budget, as approved by the County Board, includes sufficient expenditures and is eligible for state/federal reimbursement at a 2025 rate of 57.50% or \$84,928. Tax levy of \$62,772 is included in the proposed budget.



Andrew Thelke
Director of Administration
11/22/2024
WW

VOTE RESULTS

Ordinance 179-O-063

Ordinance 179-O-063: Approve Intergovernmental Cooperation Agreement With Waukesha Metro Transit System

Passed By Majority Vote

21 YES 1 NO 0 ABSTAIN 3 ABSENT

D1 - Styza	AYE	D10 - Thieme	ABSENT	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	AYS	D20 - Schellinger	NAY
D3 - Morris	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Grant	AYE	D14 - Mommarts	AYE	D23 - Hammitt	MY
D6 - Walz	AYE	D15 - Kolb	ABSENT	D24 - Bangs	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	ABSENT		