

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SOUTHEASTERN WISCONSIN REGION**

**between**

**SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION**

**and**

**STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION**

**and**

**KENOSHA COUNTY (FOR THE KENOSHA COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and**

**MILWAUKEE COUNTY (FOR THE MILWAUKEE COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and**

**OZAUKEE COUNTY (FOR THE OZAUKEE COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and**

**WASHINGTON COUNTY (FOR THE WASHINGTON COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and**

**WALWORTH COUNTY (FOR THE WALWORTH COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and**

**WAUKESHA COUNTY (FOR THE WAUKESHA COUNTY TRANSIT SYSTEM)**

**(Transit Operator)**

**and the**

**CITY OF HARTFORD (FOR THE HARTFORD TRANSIT SYSTEM)**

**(Transit Operator)**

**and the**

**CITY OF KENOSHA (FOR THE KENOSHA TRANSIT SYSTEM)**

**(Transit Operator)**

**and the**

**CITY OF MILWAUKEE (FOR THE MILWAUKEE STREETCAR SYSTEM)**

**(Transit Operator)**

**and the**

**CITY OF RACINE (FOR THE RACINE TRANSIT SYSTEM)**

**(Transit Operator)**

**and the**

**CITY OF WAUKESHA (FOR THE WAUKESHA TRANSIT COMMISSION)**

**(Transit Operator)**

**and the**

**CITY OF WEST BEND (FOR THE WEST BEND TRANSIT SYSTEM)**

**(Transit Operator)**

This Cooperative Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the Southeastern Wisconsin Regional Planning Commission (hereinafter referred to as the "Commission"), Wisconsin Department of Transportation (hereinafter referred to as "WisDOT"), and the operators of publicly owned transit services within southeastern Wisconsin, including Kenosha County, Milwaukee County, Ozaukee County, Washington County, Waukesha County, Walworth County, the City of Hartford, the City of Kenosha, the City of Milwaukee, the City of Racine, the City of West Bend, and the City of Waukesha (hereinafter referred to as "Transit Operators").

WHEREAS, the Commission has been established under Section 66.0309 of the Wisconsin Statutes with authority to carry on comprehensive, areawide development planning to promote the physical, social, and economic well-being of the seven-county Southeastern Wisconsin Region; and

WHEREAS, the Commission is charged in its enabling legislation with the function and duty of making and adopting a comprehensive plan for the development of the Region, and of certifying that plan to its constituent local units of government and concerned State and Federal agencies; and

WHEREAS, the Wisconsin Department of Transportation is authorized under Section 85.02 of the Wisconsin Statutes to direct, undertake, and expend Federal monies for planning for the use of all transportation modes; and

WHEREAS, the Governor of the State of Wisconsin on December 27, 1973, after cooperation with local elected officials in the Kenosha, Milwaukee, and Racine urbanized areas, designated the Commission as the metropolitan planning organization (MPO) to carry out urban land use and transportation planning activities for the Kenosha, Milwaukee, and Racine urbanized areas and such additional areas as may be required under 23 U.S.C. 134 and 49 U.S.C. 5303 (formerly Section 8 of the Federal Transit Act) as amended; and

WHEREAS, in accordance with Federal metropolitan planning requirements, the Commission became the MPO for the Wisconsin portion of the Round Lake Beach-McHenry-Grayslake, IL-WI urbanized area upon designation by the Bureau of the Census and as provided in the Cooperative Agreement (with Illinois entities) for Coordination of Land Use and Transportation Planning in the Round Lake Beach-McHenry-Grayslake, IL-WI urbanized area, that portion already being part of the SEWRPC metropolitan planning area; and

WHEREAS, the Governor of the State of Wisconsin on October 1, 2013, after cooperation with local elected officials in a newly recognized West Bend urbanized area, designated the Commission as the metropolitan planning organization (MPO) to carry out urban land use and transportation planning activities for the West Bend urbanized area and such additional areas as may be required under 23 U.S.C. 134 and 49 U.S.C. 5303 as amended; and

WHEREAS, various Federal grants and aids and State funding are available to the Department and the Commission for carrying out metropolitan land use and transportation planning activities; and

WHEREAS, urban transportation planning activities come under the jurisdiction of the U.S. Department of Transportation (hereinafter referred to as "USDOT") and are subject to the metropolitan planning requirements of 23 U.S.C. 134 and 49 U.S.C. 5303 as amended; and

WHEREAS, metropolitan area boundaries for purposes of the Federal planning provisions are determined by agreement between the Commission and the Governor; and

WHEREAS, the Southeastern Wisconsin Metropolitan Planning Area (MPA), as defined under 23 C.F.R. § 450, includes within its boundaries one nonattainment area with respect to Federal air quality standards for ozone, that being that portion of Kenosha County lying east of IH 94, and one maintenance area with respect to standards for fine particulate matter, that being Milwaukee, Racine, and Waukesha Counties; and

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) has the responsibility for the preparation and submission of the State Implementation Plan (SIP) mandated by the Clean Air Act Amendments of 1990; and

WHEREAS, the Transit Operators provide public transit service within the Kenosha, Milwaukee, Racine, Round Lake Beach, and West Bend urbanized areas; and

WHEREAS, the following Transit Operators are designated recipients for Federal transit operating aids under 49 U.S.C. 5307 as amended:

1. The City of Kenosha for the Kenosha urbanized area,
2. The City of Racine for the Racine urbanized area,
3. The Counties of Milwaukee, Ozaukee, Washington, and Waukesha for the Milwaukee urbanized area, and
4. The County of Washington and Cities of Hartford and West Bend for the West Bend urbanized area, but

The City of Waukesha receives Federal transit operating aids through an agreement with Waukesha County; and

WHEREAS, the Federal metropolitan planning requirements mandate that the responsibilities for cooperatively carrying out transportation planning and programming be identified in an agreement among the State, the MPO, and the publicly-owned operators of mass transportation services provided within the metropolitan planning area.

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 Commission, in cooperation with the Transit Operators, 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 requirements of Section 66.0309 of the Wisconsin Statutes, the provisions of 23 USC 134, 49 USC 5303, and 23 CFR 450, and the provisions of this Agreement.

#### **Article II: Geographic Area for Planning**

The cooperative urban transportation planning process to be conducted under this Agreement shall encompass the area as determined by agreement between the Governor and the Commission and include the entire seven-county Southeastern Wisconsin Region, consisting of the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha. With respect to that portion of the planning process governed by the provisions of 23 CFR 450 (hereinafter referred to as the “Metropolitan Planning Area”), the geographic area shall consist of: 1) the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha; 2) a 11.2 square mile area in the southeastern corner of Walworth County comprised of the Village of Genoa City and portions of the Village of Bloomfield and the Town of Bloomfield; 3) a 2.7 square mile portion of the Town of Ixonia, Jefferson County, immediately west of the City of Oconomowoc, Waukesha County, which has been defined by the U.S. Bureau of Census as being part of the year 2010 Milwaukee urbanized area; and 4) a 0.6 square mile area predominately within the City of Hartford in Dodge County, which has been defined as being part of the adjusted year 2010 West Bend urbanized area (see map attached as Exhibit A)

### **Article III: Overall Responsibilities**

- A. The **Commission** 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. Preparation in close cooperation with, and upon request of, each Transit Operator of a mid-range (3-5 year) Transit Development Plan (TDP) on an approximately 5 year cycle, together with the conduct of other transit studies as requested;
  4. Coordinating short-range (e.g. TIP), mid-range (3-5 years) and long-range transit planning and programming with other transportation planning and programming, with cooperation and assistance from the Transit Operators;
  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 persons with disabilities, and other interested parties in the review and evaluation of all transportation plans and programs, the latter to include special outreach efforts to specific population subgroups that traditionally have had low levels of participation in regional planning activities and events;
  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 Commission'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. In air quality nonattainment and maintenance areas:

- a. Assessing the conformity of the Metropolitan Planning Area long-range transportation plan and TIP with the Wisconsin State Implementation Plan (SIP) for air quality management; and
  - b. Conducting such additional air quality related transportation planning and analyses as shall be determined under a separate Memorandum of Agreement between the Commission, WDNR, and WisDOT. As of the date of this Cooperative Agreement; the current air quality related transportation planning and analyses MOA is the 2012 MEMORANDUM OF AGREEMENT REGARDING DETERMINATION OF CONFORMITY OF TRANSPORTATION PLANS, PROGRAMS AND PROJECTS TO STATE IMPLEMENTATION PLANS;
12. Formulating and annually approving the metropolitan transportation planning work program, set forth within the Commission's annual Overall 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 developed by WisDOT;
  13. Taking the lead in addressing intra-regional passenger and freight travel (travel with both ends of the trip within Southeastern Wisconsin) and the travel modes which predominately carry such travel, including streets and highways, urban and regional public transit, and pedestrian and bicycle facilities, it being understood that: 1) WisDOT has the planning lead in addressing travel which occurs through Southeastern Wisconsin, or between Southeastern Wisconsin and other regions of the State, including the travel modes of freight rail and intercity passenger rail; 2) WisDOT must also address State trunk highways as these highways carry through and inter-regional passenger and freight travel within Southeastern Wisconsin; and 3) That WisDOT planning for State trunk highways needs to be closely coordinated with the Commission's planning as the predominant travel on these facilities is intra-regional travel;
  14. Taking steps to assure at the governing board level of the MPO that the needs and concerns of the State of Wisconsin and the individual transit operators are met in the MPO planning process in the following two respects:
    - a. Assigning responsibilities to those elected officials on the governing board that represent governments that administer and operate major modes of transportation, including public transportation systems, to work with other local officials and with public transit system managers to help insure that the activities of the Commission as the MPO are properly addressing the needs and concerns of those systems;
    - b. Assigning one of the appointments to the governing board made by the Governor to take responsibility to help insure that the needs and concerns of the State of Wisconsin and, in particular, the needs of the Wisconsin Department of Transportation, are effectively addressed in the transportation planning process by meeting with the Governor and Secretary of Transportation from time to time, and reporting back to the governing board any specific areas of concern raised at such meetings;
  15. Preparing and updating a Congestion Management Process (CMP) that conforms to all applicable federal requirements; and
  16. Cooperatively establishing all federally required MPO performance targets, sharing performance data and preparing system performance reports in coordination with WisDOT and Transit Operators (based on FHWA and FTA performance measure final rules publications), and the collection of data for state asset management plan per applicable federal regulations; and
  17. 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 Overall Work Program;
  - c. Updating the Title VI Program with approval by the Commission's Executive Board on a three year cycle.
18. Ensuring opportunities for the early and continuing involvement of the Commission, the Transit Operators, WisDOT, local governmental units, and the general public in the review and evaluation of all state transportation plans and programs;
  19. 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.
  20. Working cooperatively with WisDOT and Transit Operators in the preparation of an annual listing of obligated transportation projects funded under 23 USC or 49 USC 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 Commission activities to represent the state's interests and ensure awareness and consideration of state transportation plans, programs, projects and policies in Commission decision-making;
  2. Informing the Commission 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 USC 104(f) and 49 USC 5305(d) available to the Commission in accordance with a formula developed by WisDOT, in cooperation with the State 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 Commission relative to Federal or State statutes, policies, regulations and guidelines, which bear upon metropolitan transportation planning and programming activities and contractual arrangements;
  6. Developing and issuing statewide strategies and guidance for the preparation and scoping of the metropolitan area transportation system plan, improvement program, and Overall 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 Overall 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 Commission under this Agreement;
  9. Coordinate, review and comment on the Commission's long-range transportation plan, in a timely manner, for use as a guide in statewide planning and programming activities;
  10. Approving the Commission TIP on behalf of the Governor;
  11. Developing the statewide long-range transportation plan and the Statewide Transportation Improvement Program (STIP), in cooperation with the Commission, pursuant to the provisions of 23 U.S.C. 135;
  12. Coordinating and reconciling Commission transportation plans and programs with statewide plans and programs as necessary to ensure connectivity within transportation systems, in cooperation with the Commission;
  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 Commission's transportation planning process to ensure compatibility with State and USDOT programs and objectives and to certify compliance with applicable Federal requirements;
  15. As may be necessary from time to time, meeting with a Governor's representative on the Commission's governing board to help insure that the needs and concerns of the State of Wisconsin with respect to transportation planning are being effectively met in the ongoing operations of the Commission; and
  16. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring, and reporting of system performance in coordination with the Commission and Transit Operators (based on FHWA and FTA performance measure final rules);
  17. Ensuring opportunities for the early and continuing involvement of the Commission, the Transit Operators, WisDOT, local governmental units, and the general public in the review and evaluation of all state transportation plans and programs;
  18. Working with the Commission and Transit Operators in the preparation of a financial plan for the Commission's 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.
  19. Working cooperatively with the Commission and Transit Operators in the preparation of an annual listing of obligated transportation projects funded under 23 USC or 49 USC 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 Commission activities to represent public transit interests and ensure awareness and consideration of public transit plans, programs, projects and policies in Commission decision-making;
  2. Preparing and updating a mid-range (3-5 year) TDP, which plan shall include, but not be

limited to, transit system policies and service demands, transit service modifications and extensions, transit fares, and transit system capital facilities needs, it being understood that each transit operator may call upon the Commission to work with the operator to complete this plan, and for technical guidance and advice;

3. Coordination of short-range (e.g., TIP), mid-range (3-5 years) 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 Commission;
4. 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;
5. Preparing and submitting applications for State and Federal mass transportation capital and operating assistance grants and administering approved grants;
6. 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;
7. 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;
8. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990;
9. Endorsing the Commission metropolitan area transportation plan in a timely manner, for use as a guide in local transit planning and programming activities;
10. 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;
11. 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;
12. Collecting data to meet the requirements of 49 USC 5335;
13. Collecting data to meet the requirements of Wisconsin Administrative Code Trans 3, 4, and 8; and
14. As may be necessary from time to time, meeting with the elected official representing the transit operator's jurisdiction that serves on the governing board of the Commission to help insure that the needs and concerns of the transit operator are effectively met in the ongoing operations of the MPO.
15. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring, and reporting of system performance in coordination with WisDOT and the Commission (based on FHWA and FTA performance measure final rules; and



16. Ensuring opportunities for the early and continuing involvement of the Commission, the Transit Operators, WisDOT, local governmental units, and the general public in the review and evaluation of all state transportation plans and programs;
17. Working with the Commission and WisDOT in the preparation of a financial plan for the Commission's 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 Commission and WisDOT in the preparation of an annual listing of obligated transportation projects funded under 23 USC or 49 USC Chapter 53.

#### **Article IV: Scope of Work**

- A. The cooperative metropolitan transportation planning process shall be carried out in accordance with a unified planning work program (hereinafter referred to as the "Overall Work Program") approved by the Commission, WisDOT and USDOT, in consultation with appropriate transportation providers. The Overall Work Program will be reviewed, approved, and replaced annually. The original and all approved subsequent Overall Work Programs during the terms of this agreement shall be made a part of this Agreement which shall constitute the scope of work to be performed under this Agreement.
- B. The Overall 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 Overall 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 Overall Work Program by the Commission and approval by WisDOT and by USDOT funding agencies, WisDOT shall authorize the Commission to proceed with the Overall Work Program in writing, and in accordance with the terms and conditions of such approval.
- D. The Overall Work Program may be amended during the course of the year upon written request of the Commission subject to (1) the written concurrence of WisDOT and USDOT funding agencies and (2) the availability of funding, if applicable.
- E. 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 the Commission.

#### **Article V: Organization and Administration**

- A. The governing body of the Commission shall appoint and maintain advisory committees as deemed appropriate to effectively carry out the comprehensive metropolitan transportation planning process under this Agreement. WisDOT and the Transit Operators shall be represented on such advisory committees.
- B. The Commission 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 Commission shall remain accountable for completion of planning products in accordance with the Overall 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 4220.1F 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 VI: 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 XII, have access to all data, information, records, and documents pertaining to the work under this Agreement.

#### **Article VII: Work Product**

- A. WisDOT, the Commission, and the Transit Operators 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 and 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 VIII: Prohibited Interest**

- A. No member, officer, or employee of the Commission 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 IX: 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 Overall 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 regional planning commissions, and the relative benefits to participating agencies.

- B. Upon adoption of the Overall Work Program by the Commission and approval by WisDOT and by USDOT funding agencies, the Overall 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 Overall 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 Commission and the other participating agencies on the basis of the cost allocation schedule set forth in the approved Overall Work Program.
- D. WisDOT's share of program costs, together with any USDOT share, which is administered by WisDOT, will be paid to the Commission following the receipt of a properly executed invoice, and a detailed status of expenditures report per the 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 the Commission to WisDOT no greater than a quarterly interval. These reports shall be due 60 days after the end of each quarter of the calendar year.
- F. WisDOT may withhold or delay approval of invoices if the Commission fails to submit progress reports or scheduled products in a timely and satisfactory manner. WisDOT shall provide reimbursement to the Commission 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 X: Cost Principles**

- A. Allowable Costs. Actual costs incurred by the Commission under this Agreement shall be eligible for reimbursement provided the costs are:
  - 1. Verifiable from the Commission'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 Overall Work Program;
  - 4. In conformance with the standards for allowable costs set forth in 2 CFR 200 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 Overall 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. Expenditures 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 appropriate cognizant Federal agency for approval prior to recovering any indirect costs included under this Agreement.

### **Article XI: Property Utilization and Management**

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

### **Article XII: Records and Audits**

- A. The Commission 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 Commission, shall be charged to the approved Overall Work Program by the Commission 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 Commission under this Agreement shall be maintained by the Commission 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 Commission 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 Commission 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). 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 XIII: Certification Regarding Lobbying**

- A. The Commission 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 Commission 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 XIV: Effective Date and Duration of Agreement**

- A. This Agreement shall become effective upon execution by WisDOT, the Commission, and the Transit Operators and shall remain in force until terminated under provisions of Article XVI, 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 XV: 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 Commission and Transit Operators to comply with terms, conditions, and specifications of this contract by notice required in Article XVI.
- 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 XVI: Termination of Agreement**

WisDOT, the Commission, or a 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 Commission 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.

**SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION**

By \_\_\_\_\_ Date \_\_\_\_\_  
Charles L. Colman, Chairman

**STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
Dave Ross, Secretary

**KENOSHA COUNTY (FOR THE KENOSHA COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Jim Kreuser, County Executive  
County of Kenosha

**MILWAUKEE COUNTY (FOR MILWAUKEE COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Chris Abele, County Executive  
County of Milwaukee

**OZAUKEE COUNTY (FOR THE OZAUKEE COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Lee Schlenvogt, County Board Chairperson  
County of Ozaukee

**WALWORTH COUNTY (FOR THE WALWORTH COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Nancy Russell, County Board Chairperson  
County of Walworth

**WASHINGTON COUNTY (FOR THE WASHINGTON COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Richard P. Gundrum, County Board Chairperson  
County of Washington

**WAUKESHA COUNTY (FOR THE WAUKESHA COUNTY TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Paul Farrow, County Executive  
County of Waukesha

**CITY OF HARTFORD (FOR THE HARTFORD TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Timothy Michalak, Mayor  
City of Hartford

**CITY OF KENOSHA (FOR THE KENOSHA TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
John M. Antaramian, Mayor  
City of Kenosha

**CITY OF MILWAUKEE (FOR THE MILWAUKEE STREETCAR SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Tom Barrett, Mayor  
City of Milwaukee

**CITY OF RACINE (FOR THE RACINE TRANSIT SYSTEM)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Cory Mason, Mayor  
City of Racine

**CITY OF WAUKESHA (FOR THE WAUKESHA TRANSIT COMMISSION)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Shawn Reilly, Mayor  
City of Waukesha

**CITY OF WEST BEND (FOR THE WEST BEND TRANSIT SYSTEM)**

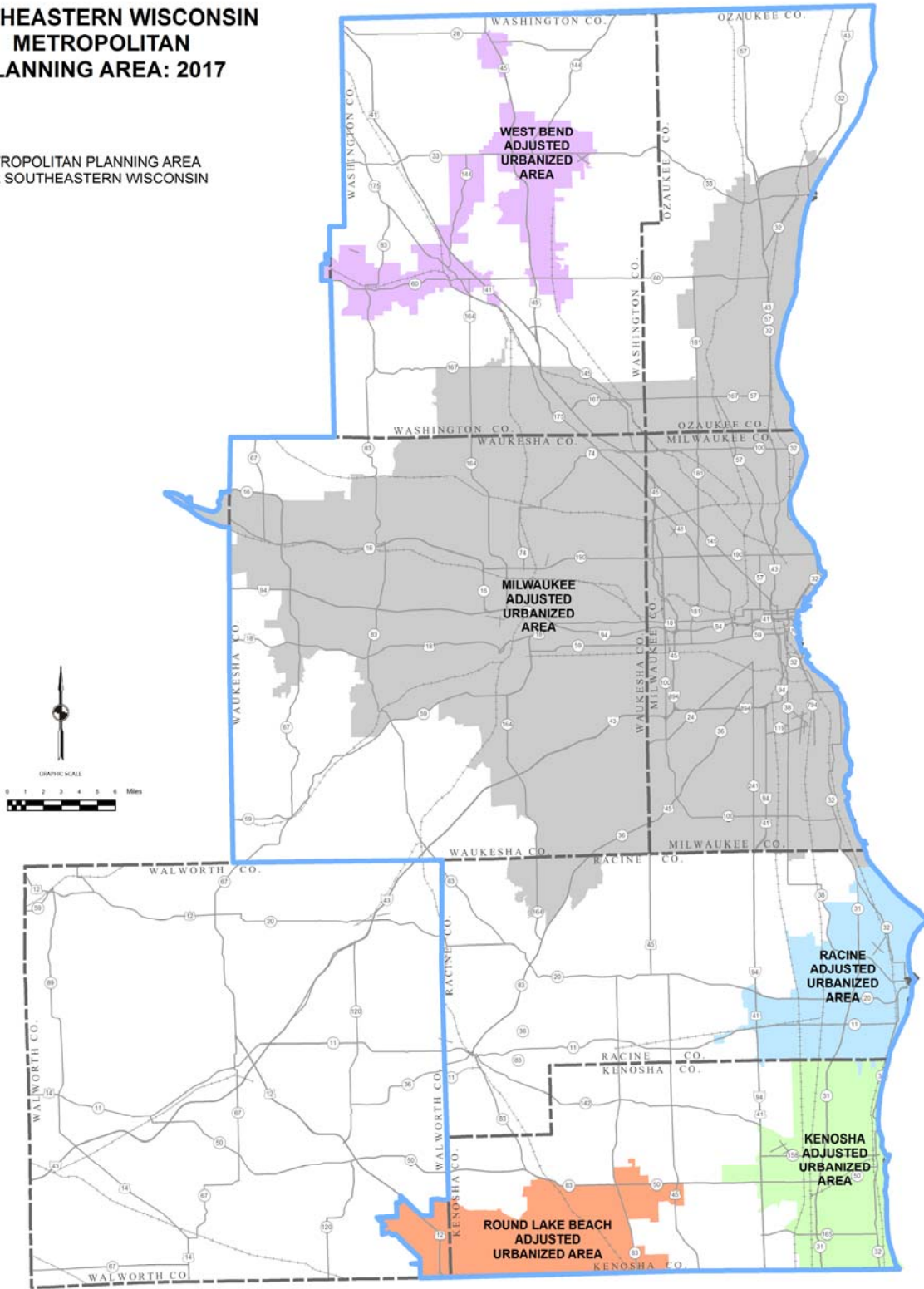
By \_\_\_\_\_ Date \_\_\_\_\_  
Kraig Sadownikow, Mayor  
City of West Bend

# Appendix A

## SOUTHEASTERN WISCONSIN METROPOLITAN PLANNING AREA: 2017

### LEGEND

 METROPOLITAN PLANNING AREA  
FOR SOUTHEASTERN WISCONSIN



Note: While all of Walworth County is not subject to the MPO planning requirements, it is included within the seven county SEWRPC Region, and as a practical matter included in all regional transportation planning activities.