

Intergovernmental Cooperation Agreement
Town of Brookfield – City of Waukesha
Transit Service

This Intergovernmental Cooperation Agreement, referred to herein as the Agreement, is entered into pursuant to Wis. Stats. §66.0301 by and between the Town of Brookfield, referred to herein as the Town; and the City of Waukesha, referred to herein as the City; together, the Town and the City are referred to herein as the Parties.

Recitals

The City owns and operates a public mass transportation system and has the authority to operate its mass transportation system outside of its corporate limits, including within the Town; and

The Town of Brookfield desires to have transit service provided by the City to the Town (specifically to the Brookfield Highlands apartment complex); and

The Town is willing to pay for its share of fully allocated costs of providing such transit service; and

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

Now, therefore, in consideration of the mutual promises of the Parties stated herein and pursuant to the authority granted by Wis. Stats. §66.0301, the Parties agree and contract as follows:

1. **Transit Service Route.** The City agrees that it will run scheduled transit service to the Town (Brookfield Highlands Apartments) as a part of the City's Route 1 (Waukesha/Brookfield). The route to and from the Brookfield Highlands apartments and subject to this Agreement shall be as follows:

In both directions, on Barker Road between Davidson Road and Swenson Drive, on Davidson Road between Barker Road and private roadways (George Hunt Circle) of the Brookfield Highland Apartments, and loop on private roadways of the Brookfield Highland Apartments and return to Davidson Road.

2. **Frequency of Service.** The transit service shall be provided by the City to the Town beginning on January 2, 2018 through December 31, 2018 with the exception of Saturdays, Sundays, and the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service to the Brookfield Highlands Apartments shall be provided three times per day.

3. **Payment for Services.** The Town agrees to pay the City the local share of the deficit for service to the Town pursuant to the formula set forth in Exhibit A attached hereto and by reference made a part of this Agreement.

The City shall invoice the Town for its share of the service deficit on the first day of each month, and each succeeding month thereafter, based upon the formula set forth in Exhibit A. Payment by the Town shall be made within twenty-eight (28) days of date of invoice.

4. **State and Federal Regulations.** It is agreed and recognized by both Parties 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, fares, and service provided by the City's transit system; and as such, any regulations imposed by either the U.S. Department of Transportation or the Wisconsin Department of Transportation are hereby made a part of this Agreement.
5. **City Authority.** The City shall have sole and ultimate authority and responsibility for the operation, control, and direction of the transit service provided to the Town pursuant to the terms of this Agreement.
6. **Term.** This Agreement will be in effect until December 31, 2018, and is subject to renewal for additional one (1) year periods thereafter. For each additional year of renewal, the formula in Exhibit A will be adjusted to reflect operating costs and revenues associated with the operation of the transit system.
7. **Termination.** Either the City or the Town may terminate this Agreement upon a minimum of 90 days written notice, sent certified mail, return receipt requested, to the other Party.

8. Other Terms and Conditions:

- a. **Authorization by Governing Bodies.** The Parties hereby represent and warrant to each other that the governing body of their own municipality has taken all actions necessary to approve this Agreement and to authorize the person signing below to sign this Agreement on behalf of that municipality and that, upon full execution of this Agreement it shall be binding on each municipality.
- b. **Severability.** If any provision of this Agreement is declared invalid by any Court of competent jurisdiction, then to the extent that invalid term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be severed, and the remainder of this Agreement will remain in effect and enforceable.
- c. **Force Majeure.** Neither Party shall be in breach of this Agreement for acts or failures to act caused by unforeseeable causes beyond the Party's control, including unusual weather, floods, fire, seismic events, war, strikes, and civil unrest.
- d. **Integration.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- e. **Amendments.** No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing, signed by all of the Parties to this Agreement, and attached to this Agreement.
- 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. This Agreement is binding upon, and inures to the benefit of, the Parties' successors and assigns.
- g. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced according to the laws of Wisconsin. The Parties agree that if legal action is necessary in any way with respect to this Agreement, it will be filed in the Circuit Court for Waukesha County, Wisconsin.

Dated this _____ day of _____, _____.

City of Waukesha

Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

Town of Brookfield

Keith Henderson, Town Board Chairman

Attest: Elisa Cappozzo, Town Clerk

Exhibit A

EXPENSES

The expense formula shall be:

Fully allocated system expenses per mile x 1.95 miles per trip x daily trips x number of service days=total cost

Where, 2018 transit system expense per mile = \$8.15

REVENUE

Wisconsin Department of Transportation mass transit operating assistance:

35.0 percent of expenses

Passengers boarded on route extension: \$1.00 per passenger. On free fare days, no passenger revenue credit will be issued.

SERVICE DEFICIT (Local share amount charged to the Town of Brookfield):

Expense minus revenue.