

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING
FOR THE APPLETON (FOX CITIES), WISCONSIN METROPOLITAN PLANNING
AREA
between
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION
and the
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
and the
APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION
and the
VALLEY TRANSIT**

This Cooperative Agreement (hereinafter referred to as "Agreement") is made and entered into between the State of Wisconsin Department of Transportation (hereinafter referred to as "WisDOT"), East Central Wisconsin Regional Planning Commission (hereinafter referred to as "ECWRPC"), the Appleton (Fox Cities) Metropolitan Planning Organization (hereinafter referred to as "Appleton (Fox Cities) MPO" or "MPO") and Valley Transit, the operator of publicly owned transit services (hereinafter referred to as "Transit Operator").

Recitals

WHEREAS, the Governor of Wisconsin has designated ECWRPC, as the Appleton (Fox Cities) MPO, and also jointly designated with local communities through their authorized representatives within the Appleton (Fox Cities) Urbanized Area, the MPO as the agency to carry out metropolitan planning activities for the Appleton Urbanized Area (hereinafter referred to as "Planning Area"); and

WHEREAS, various federal grants and incentive funds are available to WisDOT, ECWRPC and the Appleton (Fox Cities) MPO, and various state grants and incentive funds are available to the MPO for carrying out metropolitan transportation planning activities; and

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

WHEREAS, metropolitan transportation planning activities come under the jurisdiction of the U.S. Department of Transportation (hereinafter referred to as "USDOT") Federal Highway Administration (hereinafter referred to as "FHWA") and Federal Transit Administration (hereinafter referred to as "FTA") and are subject to the metropolitan planning requirements of 23 U.S.C. § 134, 49 U.S.C § 5303 of the Federal Transit Act and implementing regulations at 23 C.F.R. Part 450; and

WHEREAS, the Transit Operator provides mass transportation services within the Appleton (Fox Cities) Metropolitan Planning Area; and

WHEREAS, ECWRPC, the Appleton (Fox Cities) MPO, WisDOT and USDOT in consultation with the appropriate transportation providers enter into an annual Unified Planning Work Program (hereinafter referred to as the "Planning Work Program") as detailed in Article 3 Scope of Work of this agreement; and

WHEREAS, Metropolitan Planning Area boundaries for purposes of the federal planning provisions have been determined by a separate agreement between the Appleton (Fox Cities) MPO and the Governor;

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

Article 1: Statement of Purpose

WisDOT, ECWRPC the Appleton (Fox Cities) MPO, in cooperation with the Transit Operator, shall undertake a continuing, cooperative, and comprehensive transportation planning and programming process for the Metropolitan Planning Area in accordance with federal, state and local goals for metropolitan planning, the provisions of 23 U.S.C. § 134, 49 U.S.C. § 5303 and 23 C.F.R. Part 450, and in accordance with the provisions of this Agreement.

The MPO will:

1. Ensure the voting membership of the MPO policy body consists of:
 - a. local elected officials;
 - b. officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and
 - i. the official described in paragraph b shall have responsibilities, actions, duties, voting rights and any other authority commensurate with other officials described.
 - c. appropriate State officials.
2. Prepare and update a Congestion Management Process ("CMP") for the Planning Area which shall conform to all applicable federal requirements.
3. Engage in a Federally sponsored re-certification review every four (4) years per the most recent federal regulations.
4. Ensure that the Appleton (Fox Cities) MPO would be in air quality nonattainment and maintenance areas, the MPO would:
 - a. Assess the conformity of the Metropolitan Planning Area long-range transportation plan and Transportation Improvement Plan ("TIP") with the Wisconsin State Implementation Plan for air quality management; and

- b. Conduct such additional air quality related transportation planning and analyses as shall be determined under a separate Memorandum of Agreement between the Appleton (Fox Cities) MPO, Wisconsin Department of Natural Resources, WisDOT, United States Environmental Protection Agency, FHWA and FTA implementing Clean Air Act section 176(c)(4)(E) requirements for a state conformity implementation plan.

Article 2: Program Responsibilities

A. Overall Responsibilities for All Programs

1. **ECWRPC, Appleton (Fox Cities) MPO, the Transit Operator and WisDOT** will collaborate and cooperatively work together on the following planning and programming requirements (23 C.F.R. Part 450 and FTA Circular 4702.1B) as outlined below which will include:
 - a. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units and general public in the review and evaluation of all MPO and state transportation plans and programs.
 - b. As may be necessary, meet with local elected officials and officials of major modes or system of transportation, e.g., transit, major airports, maritime ports and rail operators, to ensure 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 MPO.
2. **The MPO** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities as outlined below:
 - a. Developing and implementing a Public Participation Process that provides a forum for cooperative transportation planning and decision-making and 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 and employer-based commuting programs, such as carpool programs, vanpool programs, transit benefit programs, parking cash-out programs, shuttle programs or telework programs), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of disabled persons and other interested parties in the review and evaluation of all transportation plans and programs, the

latter to include special outreach efforts to those traditionally underserved by transportation systems.

- b. Making data, assumptions, criteria, methodology and analyses available to WisDOT and other participants in a timely manner.
 - c. Coordinating with the Transit Operator to address the transit needs as part of the planning process.
 - d. Considering and implementing WisDOT transportation plans and planning guidance to the fullest extent consistent within local and regional goals.
3. **WisDOT** shall be responsible and shall be the lead agency in conducting the following transportation planning and programming activities:
- a. Ensuring the MPO is informed of and compliant with Federal or State statutes, policies, regulations and guidelines, which may impact programming activities and contractual arrangements.
 - b. Providing technical support and data and information collected or maintained by WisDOT that is pertinent to the transportation planning work to be performed by the MPO under this Agreement.
 - c. Coordinating and reconciling MPO transportation plans and programs with statewide plans and programs as necessary to ensure connectivity within transportation systems, in cooperation with the MPO.
 - d. Providing information relative to the proposed programming of State and Federal financial aids for metropolitan transportation improvements and services, which fall under State jurisdiction.
 - e. Developing statewide strategies and guidance for the preparation and scoping of the metropolitan area transportation system plan, improvement program and Planning Work Program to address Federal and State planning requirements and goals.
 - f. Monitoring the MPO's transportation planning process to ensure compatibility with State and USDOT programs and objectives and to ensure compliance with applicable Federal requirements.
 - g. Participating in MPO activities to represent the state interests and ensure awareness and consideration of state transportation plans, programs, projects and policies in MPO decision-making.
4. The **Transit Operator** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities:

- a. Coordination of short-range (e.g., TIP), mid-range (3–5 year) (e.g., Transit Development Plan (“TDP”)) and long-range transit planning and programming with other transportation planning and programming, with cooperation and technical assistance from the MPO.
- b. 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.
- c. Preparing and submitting applications for State and Federal mass transportation capital and operating assistance grants and administering approved grants.
- d. 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.
- e. 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.
- f. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990.
- g. 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.
- h. 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.
- i. Collecting data to meet the requirements of 49 U.S.C. § 5335.
- j. Collecting data to meet the requirements of Wis. Admin. Code Trans Chapters 3, 4 and 8.
- k. Actively participating in MPO activities to represent the transit interests and ensure awareness and consideration of transit transportation plans, programs, projects and policies in MPO decision-making.

B. Responsibilities for Unified Planning Work Program Development – 23 C.F.R. § 450.308 & Part 420

1. Appleton (Fox Cities) MPO Responsibility:

- a. Formulating and annually approving the Unified Planning Work Program, which shall identify all transportation-related planning activities to be funded with state and federal financial aids and technical assistance in accordance with the provisions of this Agreement and the time schedule adopted by WisDOT.
- b. Providing WisDOT with the Unified Planning Work Program and a resolution concerning their adoption, endorsement or amendment.
- c. Providing WisDOT with an annual self-certification that the MPO's transportation planning process conforms to all applicable Federal requirements pursuant to 23 C.F.R. Part 450.

2. WisDOT Responsibility:

- a. Informing the MPO relative to the availability, or anticipated availability, of State and Federal financial aids and technical assistance for metropolitan transportation planning activities; making all metropolitan planning funds authorized by 23 U.S.C. § 104(f) and 49 U.S.C. § 5305(d) available to the MPOs in accordance with a formula developed by WisDOT, in consultation with the MPOs, and approved by USDOT.
- b. Developing statewide strategies and guidance for the preparation and scoping of the Unified Planning Work Program to address Federal and State planning requirements and goals.

3. Valley Transit Responsibility:

- a. Working in coordination with the MPO regarding the Unified Planning Work Program deliverables and tasks.

C. Responsibilities for Title VI Program – Title VI Civil Rights Act; 23 U.S.C. § 324; Age Discrimination Act; Sec. 504 Rehabilitation Act; Americans with Disabilities Act

1. Appleton (Fox Cities) MPO Responsibility:

- a. Maintaining a current Title VI Program as required by Federal Transit Administration's Title VI Circular 4702.1B in addition to the following:
 - i. Complying with American Disabilities Act of 1990 plan certification procedures as required in 49 C.F.R. § 37.139.
 - ii. Complete an annual report denoting any Title VI Investigations, Complaints and Lawsuits or reporting there had been none within the preceding year.
 - iii. Reporting Title VI activities annually within the Unified Planning Work Program.
 - iv. Updating the Title VI Program with approval by the MPO's Policy Board on a three-year cycle.

2. Valley Transit Responsibility:

- a. Maintaining a current Title VI Program as required by Federal Transit Administration's Title VI Circular 4702.1B, Chapters III and IV and

submitting an updated Title VI Program to FTA every three (3) years.

D. Responsibilities for Performance Based Planning and Decision Making – 23 U.S.C. § 134; 23 C.F.R. § 450.306; 23 C.F.R. § 450.314; 23 C.F.R. § 450.324; 23 C.F.R. § 450.326 and 23 C.F.R. § 450.340

1. **ECWRPC** and the **MPO**, along with the **Transit Operator** and **WisDOT** will be cooperatively establishing all federally required performance targets, sharing performance data and preparing system performance reports (based on FHWA and FTA performance measure final rules publications), and collecting data for state asset management plan per applicable federal regulations.
2. The **MPO** will develop and periodically issue a summary report identifying adopted performance measures, their baseline when they were adopted, how the measures were incorporated into the project selection and the progress to date per the federal regulations.

E. Responsibilities for Congestion Management Process (CMP) – 23 C.F.R. § 450.322

1. **Appleton (Fox Cities) MPO** Responsibility:
 - a. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units and general public in the review and evaluation of the deficiency network and the draft CMP.
 - b. Providing WisDOT with a CMP and programs and all resolutions concerning their adoption, endorsement or amendment that conforms to all applicable federal requirements.
2. **WisDOT** Responsibility:
 - a. Developing strategies and guidance for the preparation and scoping of the CMP to address Federal and State planning requirements and goals.
3. **Valley Transit** Responsibility:
 - a. Working in coordination with the MPO and partner organizations to ensure there is consistency between the CMP and the TDP.

F. Responsibilities for Metropolitan Transportation Plan – 49 U.S.C. § 5303 and 23 U.S.C. § 134; 23 C.F.R. § 450.324

1. **Appleton (Fox Cities) MPO** Responsibility:
 - a. Formulating, adopting, and periodically reviewing, updating and amending a Metropolitan Transportation Plan for the Metropolitan Planning Area, which shall conform to all applicable Federal requirements.
 - b. Developing and implementing a Metropolitan Transportation Plan in accordance with the federal regulations.
 - c. Providing WisDOT with copies of the Metropolitan Transportation Plan and a resolution concerning their adoption, endorsement or amendment.
 - d. Working with the WisDOT and Transit Operators in the preparation of a financial plan for the Metropolitan Transportation Plan including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan.
2. **WisDOT** Responsibility:

- a. Informing the MPO relative to Federal or State statutes, policies, regulations and guidelines, which bare upon metropolitan transportation planning and programming activities and contractual arrangements.
 - b. Coordinating, reviewing and commenting on MPO's Metropolitan Transportation Plan, in a timely manner, for use as a guide in statewide planning and programming activities.
 - c. Developing statewide strategies and guidance for the preparation and scoping of the metropolitan area transportation system plan, to address Federal and State planning requirements and goals. Developing the statewide long-range transportation plan in cooperation with the MPO, pursuant to the provisions of 23 U.S.C. § 135.
 - d. Working with the MPO and Transit Operators in the preparation of a financial plan for the Metropolitan Transportation Plan, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan.
3. **Valley Transit Responsibility:**
- a. Working with the MPO and WisDOT in the preparation of a financial plan for the Metropolitan Transportation Plan, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan.
 - b. Endorsing the MPO's Metropolitan Transportation Plan in a timely manner, for use as a guide in local transit planning and programming activities.

G. Responsibilities for Transportation Improvement Program (TIP) – 23 U.S.C. § 134; 23 C.F.R. § 450.326

1. **Appleton (Fox Cities) MPO Responsibility:**
- a. Formulating and approving a short-range TIP for the Metropolitan Planning Area which shall cover a period of not less than four (4) years, must have four (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.
 - b. Providing WisDOT with copies of MPO TIP and a resolution concerning their adoption, endorsement or amendment.
2. **WisDOT Responsibility:**
- a. Informing the MPO relative to the availability, or anticipated availability, of State and Federal financial aids and technical assistance for metropolitan transportation planning activities; making all metropolitan planning funds authorized by 23 U.S.C. § 104(f) and 49 U.S.C. § 5305(d) available to the MPOs in accordance with a formula developed by WisDOT, in consultation with the MPOs, and approved by USDOT.
 - b. 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.
 - c. Approving or denying the MPO TIP as such authority was delegated to

WisDOT by the Governor of Wisconsin. WisDOT will not unreasonably withhold approval.

- d. Developing the Statewide Transportation Improvement Program (STIP) in cooperation with the MPO, pursuant to the provisions of 23 U.S.C. § 135.
 - e. Including the MPO TIP without change in the STIP, directly or by reference, after approval of the TIP by the MPO and the Governor.
 - f. Working with the MPO and Transit Operators in the preparation of a financial plan for the TIP, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the program.
3. **Valley Transit** Responsibility:
- a. Working with the MPO and WisDOT in the preparation of a financial plan for the TIP, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program.

H. Responsibilities for Annual Listing of Obligated Projects – 23 C.F.R. § 450.334 and 49 U.S.C. Chapter 53

1. The **MPO** will work cooperatively with WisDOT and Transit Operator in the preparation of an annual listing of obligated transportation projects funded under 23 C.F.R. § 450.334 and 49 U.S.C. Chapter 53.

I. Responsibilities for Transit Development Plan (TDP)

1. **Appleton (Fox Cities) MPO** and **Valley Transit** will prepare and update a mid-range (3–5 year) TDP in cooperation with the Transit Operator. This plan shall include, but not be limited to, transit system policies and service demands, transit service reductions and extensions, transit fares and transit system capital needs.

Article 3: Scope of Work

- A. The cooperative metropolitan transportation planning process shall be carried out in accordance with a Unified Planning Work Program approved by ECWRPC, the MPO, WisDOT and USDOT, in consultation with appropriate transportation providers have entered into the Unified Planning Work Program, including budget and cost allocation. The Unified Planning Work Program will be reviewed, approved and replaced annually. The original and all approved subsequent Unified Planning Work Programs during the terms of this Agreement shall be made part of this Agreement, which shall constitute the scope of work to be performed under this Agreement.
- B. The Unified Planning Work Program shall set forth a description of the specific metropolitan transportation planning activities and products to be completed each calendar year, the corresponding staff and budgetary requirements, and the allocation of the total costs between the participating agencies. Responsibility for

the following planning activities shall be identified in the Unified Planning Work Program, where applicable:

1. Preparing technical and other reports to assure documentation of the development, refinement and reappraisal of the transportation plan; and
 2. Conducting detailed corridor or subarea studies to evaluate major transportation investment alternatives and their social, economic and environmental impacts pursuant to 23 C.F.R. Part 450.
- C. Upon adoption of the Unified Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, WisDOT shall review and either approve or deny the MPO to proceed with the Unified Planning Work Program. If approved, WisDOT shall authorize the MPO to proceed with the Unified Planning Work Program in writing and in accordance with the terms and conditions of such approval. WisDOT shall not unreasonably withhold approval.
- D. The Unified Planning Work Program may be amended during the course of the year upon written request of the MPO subject to (1) the written concurrence of WisDOT and USDOT funding agencies and (2) the availability of funding, if applicable.
- E. The cooperative metropolitan transportation planning process to be conducted under this Agreement and governed by the provisions of 23 C.F.R. Part 450 shall encompass the Metropolitan Planning Area, as determined by agreement between the Governor and MPO.

Article 4: Organization and Administration

- A. The governing body of the MPO shall appoint and maintain such policy, citizen and/or technical advisory committees as deemed appropriate to effectively carry out the comprehensive metropolitan transportation planning process under this Agreement. WisDOT and the Transit Operator shall be represented on such policy and technical advisory committees.
- B. MPO may enter into such institutional arrangements, service contracts or agency agreements as it deems necessary to carry out the scope of work under this Agreement with the understanding that the MPO shall remain accountable for completion of planning products in accordance with the Unified Planning Work Program. All such contracts, subcontracts, agreements or other written understandings for services shall conform to the appropriate provisions of 23 C.F.R. Part 200 as supplemented by 23 C.F.R. § 420.119 issued by the FHWA, FTA Circular 4220.1G 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 Agreement shall be deemed as a waiver of WisDOT's sovereign immunity consistent with Wisconsin State law.

Article 5: Inspection of Work

- a. 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 11, have access to all data, information, records and documents pertaining to the work under this Agreement.

Article 6: Work Product

- A. WisDOT, the MPO and the Transit Operator shall give each other and applicable USDOT agencies adequate opportunity to review and comment on their respective reports produced under this Agreement prior to publication of the final report.
- B. All reports and documents published by all parties under this Agreement shall give credit to all other parties and to participating USDOT agencies and include appropriate disclaimer statements regarding representation of USDOT views or policies.
- C. The Appleton (Fox Cities) MPO, ECWRPC, Valley Transit, Valley Transit, 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 7: Prohibited Interest

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

Article 8: Funding and Payment

- A. Funding levels and financial responsibilities for the continuing metropolitan transportation planning process shall be negotiated annually in conjunction with the

preparation, review and approval of the Planning Work Program, and shall consider such factors as the availability of federal planning monies and state and local matching funds, statewide allocation formulas developed in cooperation with MPOs and the relative benefits to participating agencies.

- B. Upon adoption of the Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, the Planning Work Program shall be deemed to constitute a part of this Agreement with respect to the scope of work and funding arrangements. Specific terms or conditions governing the financial aspects of the Planning Work Program will be set forth in WisDOT's annual authorization letter.
- C. All costs incurred during the progress of the metropolitan transportation planning work activities under this Agreement shall be shared by the MPO and the other participating agencies on the basis of the cost allocation schedule set forth in the approved Planning Work Program.
- D. WisDOT's share of program costs, together with any USDOT share, which is administered by WisDOT, will be paid to the MPO following the receipt of a properly executed invoice, and a detailed status of expenditures report per WisDOT Unified Planning Work Program Handbook.
- E. Progress reports containing a narrative and financial account of the work accomplished to date shall be furnished by ECWRPC, the MPO to WisDOT. These reports shall be due thirty (30) days after the end of the first, second and third quarters of each calendar year, and sixty (60) days after the end of the agreement.
- F. WisDOT may withhold or delay approval of invoices if the MPO fails to submit progress reports or scheduled products in a timely and satisfactory manner. WisDOT shall provide reimbursement to the MPO within fifteen (15) business days upon receipt of a complete progress report so as to comply with federal planning requirements for the timely payment for all submitted and approved progress reports, finished products and invoices.

Article 9: Cost Principles

- A. Allowable Costs. Actual costs incurred by MPO under this Agreement shall be eligible for reimbursement provided the costs are:
 - 1. Verifiable from the MPO's records;
 - 2. Not included as match funds as prescribed by federal law or regulation for any other federally assisted program;
 - 3. Necessary and reasonable for proper and efficient accomplishment of the approved Planning Work Program;
 - 4. In conformance with the standards for allowability of costs set forth in 2 C.F.R. Part

200 Subpart E 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;
 6. Provided for in the approved Planning Work Program; and
 7. No contributions where costs are not incurred, such as volunteer services or donated property, may be accepted as the non-federal share.
- B. Indirect Costs. MPO costs charged on an indirect basis shall be supported by an indirect cost allocation plan and indirect cost rate proposal. Such plans shall be submitted with certification to WisDOT and the host agency's cognizant federal agency for approval prior to recovering any indirect costs included under this Agreement.

Article 10: Property Utilization and Management

- A. The MPO shall comply with the property management standards as set forth in 2 C.F.R. §§ 200.310–200.316.

Article 11: Records and Audits

- A. The MPO shall, for the program of continuing, comprehensive transportation planning and programming activities, maintain an accounting system that adequately accounts for all funds provided for, accruing to or otherwise received from the federal, state and local units of government, or any other quasi-public or private source under this Agreement.
- B. All eligible costs, including paid services and expenses contributed by the MPO, shall be charged to the approved Planning Work Program by the MPO and shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records and other evidence pertaining to the costs incurred by the MPO under this Agreement shall be maintained by the MPO and shall be clearly identified and readily accessible. WisDOT and USDOT shall have authority to audit, review, examine, copy and transcribe any pertinent data, information, records or documents relating to this Agreement at any reasonable time. The MPO shall retain all records and documents applicable to this Agreement for a period of not less than three (3) years after final payment is made to WisDOT by the federal funding agencies.
- C. The MPO shall have a single, organization-wide financial and compliance audit performed by a qualified, independent auditor if required to do so under federal laws and regulations. (See 2 C.F.R. Part 200 Subpart F Audit Requirements.) This audit

shall be performed in accordance with 2 C.F.R. Part 200, and state single, organization-wide audit guidelines issued by the Wisconsin Department of Administration. A copy of the audit shall be furnished to WisDOT.

Article 12 Certifications and Compliance

A. Appleton (Fox Cities) MPO, ECWRPC, WisDOT and Valley Transit Joint Certifications

Appleton (Fox Cities) MPO, ECWRPC, WisDOT and Valley Transit hereby certify that the cooperative metropolitan transportation planning process being carried out is being conducted in accordance with all applicable requirements of:

1. **23 U.S.C. 134** and **49 U.S.C. 5303** regarding metropolitan transportation planning;
2. **Title VI of the Civil Rights Act of 1964**, as amended (42 U.S.C. 2000d–1) and 49 CFR Part 21;
3. **49 U.S.C. 5332**, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. **Section 1101(b)** of the FAST Act (Pub. L. 114–94) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in DOT-funded projects;
5. The provisions of the **Americans with Disabilities Act of 1990** (42 U.S.C. 12101 et seq.) and 49 CFR Parts 27, 37, and 38;
6. The **Clean Air Act**, as amended (42 U.S.C. 7401 et seq.) and applicable regulations for air quality conformity (if applicable);
7. **31 U.S.C. 1352** and **49 C.F.R. Part 20**, regarding lobbying;
8. The provisions of **49 U.S.C. 5323(l)** and 23 CFR Part 450, Subpart C, regarding the development and approval of the Transportation Improvement Program (TIP);
9. **Executive Order 12898** on Environmental Justice;
10. **Executive Order 13166** on Limited English Proficiency;
11. Applicable provisions of other Federal statutes and regulations applicable to the metropolitan planning process.

This certification affirms that the signatory agencies have cooperatively developed and agreed upon a unified planning process and shared responsibilities for carrying out a continuing, cooperative, and comprehensive transportation planning process, including development of the TIP and Metropolitan Transportation Plan (MTP), in accordance with federal regulations.

Article 13: Effective Date and Duration of Agreement

- A. This Agreement shall become effective upon execution by WisDOT, the MPO and the Transit Operator and shall remain in force until terminated under provisions of Articles 14 and 15, 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 federal 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 14: 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 WisDOT may cancel this Agreement in whole or in part, and without penalty due to non-appropriation of funds or for failure of the MPO and Transit Operators to comply with terms, conditions, and specifications of this Agreement by notice required in Article 15.
- 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 15: Termination Of Agreement

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

Article 16: Execution in Counterparts

- A. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original.

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

APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____
Austin Hammond, Chair

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

By _____ Date _____
Alice Connors, Chair

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Kristina Boardman, Secretary of Transportation

CITY OF APPLETON - TRANSIT OPERATOR (VALLEY TRANSIT SYSTEM)

By _____ Date _____
Jake Woodford, City of Appleton Mayor