

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 25213
Acct: Bush/Sedlmayr
Mgr: Brown
Budget Y/N: N

Res 117
significant

Dept./Division	Dept. of Human Services/DAS		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	2025 Service Agreement for Group Access Service Agreement Program. City and County to provide specialized transportation to older adults, elderly persons and person with disabilities eligible under this program. City will pay County 46% of total net cost. Budgeted and ongoing.		
Contract Term	1/1/2025 - 12/31/2025		
Contract Amount	\$ 154,356.00		

Contract # Admin will assign	15995
Type of Contract	
☐	Dane County Contract
☒	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Sharon Harnish
Phone #	608-242-6200	Phone #	608-267-8782
Email	dcdhscontracts@countyofdane.com	Email	sharnish@cityofmadison.com
Purchasing Officer			

Purchasing Authority	☐ \$12,000 or under – Best Judgment (1 quote required)		
	☐ Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$43,000 (N/A to Public Works)		
	☒ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	117
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☐ Modifications and reviewed by:	☒ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
John Schlueter	Digitally signed by John Schlueter Date: 2025.10.29 13:46:44 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 10.29.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 10/29/25	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 12, 2025 10:08 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15995
Attachments: 15995.pdf

Importance: High

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/12/2025 10:33 AM	Approve: 11/12/2025 10:34 AM
	Rogan, Megan	Read: 11/12/2025 10:16 AM	Approve: 11/12/2025 10:37 AM
	Cotillier, Joshua	Read: 11/12/2025 10:28 AM	Approve: 11/12/2025 10:38 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15995
Department: Human Services
Vendor: City of Madison
Contract Description: Group Access Service Program (Res 117)
Contract Term: 1/1/25 – 12/31/25
Contract Amount: \$154,356.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

**SERVICE AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
DANE COUNTY OF WISCONSIN**

Group Access Service

This Agreement, executed by the City of Madison, Wisconsin, a municipal corporation, hereinafter referred to as “the CITY,” and Dane County of the State of Wisconsin, hereinafter referred to as “the COUNTY,” acting by and through its authorized agents shall become effective upon execution by the Mayor on behalf of the CITY and the County Executive on behalf of the COUNTY:

WITNESSETH:

WHEREAS, Sec. 66.0301, Wis. Stats., authorized counties, towns, villages, cities, and other governmental units and regional planning commissions as municipalities to contract for the joint exercise or duty required or authorized by statute; and

WHEREAS, the governmental units which are Parties hereto are authorized by statute to exercise the powers implicit herein; and

WHEREAS, the CITY and the COUNTY agree it would be to the mutual benefit of the Parties for the CITY and the COUNTY to coordinate the use of available funds to provide specialized / paratransit transportation services to the elderly, and people with disabilities; and

WHEREAS, the CITY operates ADA complementary paratransit services to its transit system’s service area; and

WHEREAS, the COUNTY provides specialized transportation to congregate meal sites, grocery and general shopping, and other services as funding permits to older adults and persons with disabilities, to facilitate these individuals remaining in their homes and communities; and

WHEREAS, State operating funds available to the COUNTY and the CITY can be coordinated to operate for the aforesaid services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth, the CITY and the COUNTY do, pursuant to the provisions of Wisconsin Statutes, agree as follows:

I. TERM

The term of this Agreement shall extend from January 1, 2025, through December 31, 2025. It is understood that the terms of this Agreement shall apply to services undertaken and performed by the Parties pursuant to this Agreement on or after January 1, 2025 before execution of the Contract.

II. DEFINITIONS

- A. “Elderly person”, “disabled person”, and “specialized transportation services” as used herein have the meaning assigned to them in §85.20 and §85.21 Wis. Stats., relating to the applicable specific State funding program. The terms “senior” and “elderly” as used in this Agreement is synonymous with “elderly person.” The phrases “person with a disability” and “persons (people) with disabilities” are synonymous with disabled person/ disabled people respectively.
- B. “Paratransit” and “complementary paratransit” as used herein have the meaning assigned to them under the Americans with Disabilities act (ADA) and implementing regulations.
- C. “Unit” as used herein when used for purposes of calculating unit quantity shall mean one one-way ride.
- D. “Net Program budget” as used herein shall mean the total program budget, minus the passenger fares, including cash fares, pre-paid tickets and donations.
- E. “Contractor” as used herein shall mean the transportation provider or providers selected by a competitive bid process to provide services herein.
- F. “Contract” as used exclusively in Attachment A shall mean the contractual relationship between the COUNTY and the transportation provider selected by a competitive bid process to provide services described herein.
- G. “Group Access Service” means routed, scheduled specialized transportation services to groups of older adults, elderly persons and persons with disabilities as more fully described in Attachment A, Work Program.
- H. “Older adult” means a person 60 years old or older.

III. SERVICES PROVIDED

- A. During the term provided herein, the CITY and the COUNTY agree to coordinate available funds from the County Department of Human Services and State §85.20 Operating Assistance (§85.20, Wis. Stats.) to provide specialized transportation during the term of the Agreement to older adults, elderly persons and persons with disabilities eligible for the Group Access Service. The COUNTY is responsible for providing specialized transportation services available under the Group Access Service as set forth in Attachment A.
- B. It is understood the COUNTY retains the right to determine in its sole discretion the level of specialized transportation services available under the Group Access Program.
- C. All specialized transportation services provided under this Agreement shall be wheelchair accessible for all riders who need such accommodation.
- D. Specialized transportation services specifically excluded from this Agreement are rural origins and destinations outside the Madison Metropolitan area. It is understood and agreed that the §85.20 funds contributed by the CITY shall not be used to provide service to the persons who are not eligible under §85.20, Stats. To that end, the cost of services provided to people over 65 years of age or persons with disabilities will equal or exceed the contribution by the CITY.

- E. Confidentiality. CITY and COUNTY agree to comply with all pertinent Federal and State statutes, rules and regulations and CITY and COUNTY ordinances to the extent applicable to their respective services under this AGREEMENT.

IV. BUDGET AND PAYMENT FOR SERVICE

- A. Budget. It is expressly understood and agreed that in no event will the total funding for services under this Agreement exceed \$ 334,490 for the year 2025. The COUNTY shall receive WisDOT Section 85.20 funds from the CITY of Madison in the amount not to exceed \$ 154,356 in calendar year 2025. The COUNTY shall provide \$ 180,134 in COUNTY and other non-state revenue funds to match the WisDOT Section 85.20 funds and shall provide the CITY with certification and assurances of the same on or before January 31, 2025. The remainder of the program budget shall be funded through passenger donations. The following represents the net funding breakdown for this project for the calendar year 2024:

B.

Funding Source	Madison Metro Service Area
Dane County	\$ 180,134
City: WisDOT §85.20 Funds	\$ 154,356
Total (Net)	\$ 334,490

- C. Final Settlement

If actual total costs (net) based on Contractor invoices are less than \$334,490, the COUNTY will pay 54% of total net costs and CITY will pay 46% of total net costs.

- D. Invoices and Payment

The COUNTY'S contracted transportation provider submits program expenses and ridership figures to the COUNTY on a monthly basis. Payment to the COUNTY shall be made quarterly, based on expenses documented and submitted to the CITY monthly, in amounts equal to the total expenses of providing services. Itemized invoices(s) based on actual service costs received by the CITY by the 10th of the month following the end of a quarter shall be paid by the tenth of the following month. All costs shall be supported by transportation invoices or other appropriate documentation, attached to the COUNTY's invoice for reimbursement. Only transportation service expenditures are allowable. In addition, the COUNTY will provide the CITY with monthly ridership figures. The final invoice of the calendar year, which shall include an accounting of the total of all passenger fares collected for the year, shall be submitted not later than fifteen (15) days after the end of the calendar year, i.e., on or before January 15.

As set forth in Paragraph A above, notwithstanding the total expenses documented on the invoices, the City's payments shall not exceed \$154,356.

Invoices for payment shall be sent to Finance Manager, Metro Transit, 1245 E. Washington Avenue, Suite 201, Madison, WI 53703 for processing. Upon satisfactory performance and completion of the project, the CITY shall release funds withheld.

V. SPECIALIZED TRANSPORTATION SERVICES PROVIDED

See Attachment A for service description.

VI. PERFORMANCE

- A. Each Party certifies it possesses legal authority to enter into this Agreement. A resolution, motion, budget item or similar action has been duly adopted or passed as an official act of the Party's governing body, authorizing the execution of this Agreement, and directing and authorizing the person identified in Article XI as its agent to act in connection with this Agreement and to provide all required reports and such additional information as may be required.
- B. Each Party will be responsible for overall grant management activities of its respective program, including grant submission, reporting requirements and ensuring compliance with WisDOT grant regulations and requirements under the several agreements between the Parties. Each Party will provide the other Party with all required information and documentation necessary to administer the WisDOT grant, including, but not limited to, detailed time sheets, progress reports, work products, records retention, and on-discrimination requirements.
- C. It is understood and agreed that each Party may assign or subcontract the performance of this Agreement or any part thereof to an independent operating company or other entity of the respective Party's choosing. However, the Party shall remain primarily responsible for performance of the transportation service it is required to provide hereunder. At any time during the continuance of the contract that CITY shall have the right to assign and transfer the contract with all its right, title, and interest herein, to any person, firm or corporation that succeeds it as a common carrier, e.g., a regional transit authority, and the assignee thereof shall acquire all the rights granted to the CITY and shall be subject to any and all obligations that the CITY may have under the Contract.
- D. A Party shall not be in breach of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, severe weather conditions, or for any other cause or causes beyond the control of said Party.
- E. Notwithstanding any other provision of this Agreement to the contrary, each Party's obligations to perform hereunder shall be first conditioned upon its ability to do so based upon receipt of adequate program funds and compliance with all applicable laws governing the conduct of the CITY's and COUNTY's business and operations, including applicable federal, state and city budget restrictions.
- F. Audit and Retention of Documents. Each Party shall maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting material relating to its respective services under this Agreement during the course of this Agreement and for three (3) years thereafter. Such information shall include but

not limited to costs data; vehicle inspection reports; mileage reports; driver's manifests; customer numbers and such other pertinent materials relating to the service which is rendered hereunder and which may be required by local, state, or federal officials for auditing purposes. The Agreement shall permit authorized representatives of each Party and authorized state or federal officials to inspect all of its respective project work, materials, payroll, and other data, and to audit the books, records, and accounts pertaining to the Agreement. Each Party agrees to provide all reports requested by the other including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents reasonably requested. Any other reports or documents shall be provided within five (5) working days after the Party receives the other Party's written request, unless the Parties agree in writing on a longer period. Each Party further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees to provide the information described in the above paragraph.

VII. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION/DISADVANTAGED BUSINESS ENTERPRISE

- A. Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE) including small businesses owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 applies to this AGREEMENT.
- B. Equal Opportunity (Employment). During the term of this Agreement, the COUNTY and CITY, each for itself, agrees to abide by its own affirmative action plan and in so doing, to make all employment related decisions without regard to race, religion, sex, disability, national origin, age, sexual preference, marital status, military discharge status or physical appearance and to provide equal opportunity, including, but not limited to, the following: employment, upgrading, demotion, transfer, layoff, termination, training, rates of pay, or any other form of compensation. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state and federal law.
- C. Nondiscrimination (Services). During the term of this Agreement the COUNTY and CITY, each for itself, agrees to abide by its own Civil Rights Compliance Plan (CRC) for meeting equal opportunity/nondiscrimination requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. In so doing, the Parties shall thereby ensure nondiscrimination and equal opportunity for recipients of services in all areas

relating to meaningful access to and delivery of its programs and its services as required under the foregoing regulations.

- D. In the performance of the services under this Agreement each Party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Each Party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

VIII. TERMINATION

- A. Either Party may terminate this Agreement for any reason upon ninety (90) days written notice. This includes but is not limited to termination due to inability to perform as provided in Section VI. E. In the event of termination, CITY will pay COUNTY for all satisfactorily completed service prior to termination of this Agreement.
- B. In the event the COUNTY shall breach any of the covenants, agreements, commitments or conditions herein contained and such breach shall continue unremedied for a period of thirty (30) days after written notice thereof to the COUNTY, the CITY may at its option and in addition to all other rights and remedies which it may have at law or in equity against the COUNTY forthwith have the cumulative right to immediately terminate this Agreement. In the event of default by the COUNTY in its payment for more than ninety (90) days from the date of billing, service may be suspended or terminated at the CITY's option.
- C. Similarly, in the event the CITY shall breach any of its covenants, agreements, commitments or conditions herein contained and such breach shall continue unremedied for a period of thirty (30) days after written notice thereof to the CITY, the COUNTY may at its option and in addition to all other rights and remedies which it may have at law or in equity against the CITY forthwith have the cumulative right to immediately terminate this Agreement. In the event of default by the CITY in its payment for more than ninety (90) days from the date of billing, service may be suspended or terminated at the COUNTY's option.
- D. Notice of termination for either Party's failure to approve and allocate necessary funds for any subsequent year and / or for CITY's failure to provide timely notice of yearly budget adjustments and /or COUNTY's failure to provide timely certification and assurances under Section IV. B. will also serve to terminate this Agreement at the conclusion of the then current calendar year.

IX. INDEMNIFICATION AND HOLD HARMLESS

Each Party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers, and representatives, and be responsible for losses, claims, and liabilities which are attributable to such acts or omissions. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Each Party agrees that it will require appropriate indemnification agreements and insurance from any subcontractor.

X. THIRD PARTY RIGHTS

This Agreement is intended to be solely between the Parties hereto, i.e., “the CITY” and “the COUNTY.” No part of this Agreement shall be construed to add, supplement, amend, abridge or repeat existing rights, benefits or privileges of any third Party or Parties, including but not limited to, employees of either of the Parties.

XI. NOTICES

All notices hereunder and communications with respect to this Agreement shall be directed by United States mail, postage prepaid and addressed as follows:

If to the CITY: Eric Knepp
Interim Transit General Manager
Madison Metro Transit
1245 E. Washington Avenue, Suite 201
Madison, WI 53703

If to the COUNTY: Angela Valasquez
Division Administrator, Disability & Aging Services
Dane County Department of Human Services
1202 Northport Drive
Madison, WI 53704

Electronic mail may be used in lieu of United States mail. If electronic mail is used, it is the responsibility of the sending Party to insure that the electronic mail message is received by the other Party.

XII. BINDING ON PARTIES

This Agreement shall be binding on the Parties hereto, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties hereto unto unless the same be in writing signed by the duly authorized agent or agents who executed this Agreement.

XIII. SEVERABILITY

It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all other provisions of this Agreement remain in full force and effect.

XIV. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of the CITY or the COUNTY shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or future exercise thereof or the exercise of any other right, power or remedy. No expressed waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CITY or the COUNTY therein. A waiver

of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

XV. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY

This AGREEMENT may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this AGREEMENT may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this AGREEMENT may be converted into electronic format and signed or given effect with one or more electronic signature(s) if electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this AGREEMENT may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this AGREEMENT, fully executed, shall be as valid as an original.

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

CITY OF MADISON, WISCONSIN

A WI Municipal Corporation

Satya Rhodes-Conway, Mayor

Date

Lydia McComas, City Clerk

Date

APPROVED:

APPROVED AS TO FORM:

Dave Schmiedicke, Director of Finance

Michael Haas, City Attorney

Eric T. Veum, City Risk Manager

DANE COUNTY, WISCONSIN

Melissa Agard
County Executive for Dane County

Date

Attachment A

GROUP ACCESS SERVICE

- I. Purpose. The Program provides routed, scheduled specialized transportation services to groups of older adults and persons with disabilities for group transportation such as congregate meals, group shopping and adult day care. The project is jointly funded by Dane County through the Dane County Department of Human Services, and the City of Madison through the Madison Metro Transit System.

The goal of this Program is to enable older adults and persons with disabilities to access community services which enhance their ability to remain independent and in their own homes. Trips are provided to designated locations, including adult daycare centers, congregate meal sites (nutrition sites), grocery and discount stores, shopping malls, pharmacies, public libraries and special events. The designated trip locations and schedules are determined by Dane County Department of Human Services.

- II. Tasks. The CITY and COUNTY will jointly develop Program goals and annual budgets.

The COUNTY will administer the Program, including soliciting bids; contracting with provider(s); managing provider contract(s); establishing and monitoring performance, service, operator, and vehicle standards; developing Program policies including fare amounts; preparing budgets, invoices and reports; and monitoring customer satisfaction.

The CITY will provide annual \$85.20 budget information, and reimburse the COUNTY for eligible expenses.

Program Service will be provided in accordance with COUNTY Program guidelines. The CITY and the COUNTY jointly concur that for the term of this Agreement, the following Program guidelines shall apply, unless amended by the COUNTY with prompt notification to the CITY:

- A. Eligible Persons: For shopping and nutrition trips, riders are 60 years or over and/or persons with disabilities who live in their own homes or apartments. Riders for adult daycare trips are individually approved by the COUNTY contract manager or COUNTY mobility manager.
- B. Service Area: For adult daycare trips, passengers originate throughout the Madison Metropolitan area. Shopping and nutrition trips are neighborhood-based, and service is provided within the New Bridge Madison, Inc. service area. All services shall be within the Metro Transit Service area except for areas mutually agreed to by the Parties.
- C. Program Service Hours: Daycare trips are provided approximately between 8:00 and 9:00 a.m. and 3:00 and 5:00 p.m. Nutrition trips are provided approximately between 11:00 a.m. and noon and 1:00 and 2:00 p.m. Shopping trip schedules may be negotiated between the COUNTY and the COUNTY Contractor (Contractor) prior to the start date

of the Contract, but are generally provided mid-morning and mid-afternoon. Billable service hours are defined as the interval of time between the arrival of the vehicle at the pickup address of the first rider, and the drop off at the door of the last rider.

- D. Scheduling and Routing: Adult Daycare trips: The Contractor shall establish routes for the adult daycare vehicles within the capacity limits set by the COUNTY. Passengers shall receive specific individual daily schedules for pick-up and drop-off upon accepted enrollment in the Program. Adult Day Center staff shall have an updated copy of all passenger's a.m. and p.m. pickup and drop-off times.
- E. Nutrition and Shopping Trips: The COUNTY establishes start times for the congregate meals, by which time all riders will arrive at the site. At the time the ride is scheduled, the Contractor shall designate and communicate to the rider (or individual arranging ride on behalf of the rider) a range of time not to exceed 30 minutes during which the rider will be scheduled annually, but may be changed occasionally by mutual agreement of the Contractor and the meal site director, in order to accommodate special events. The Contractor will make reasonable attempts to accommodate requests from senior center service providers and meal site staff for occasional schedule changes.
- F. Route Capacity and Waiting Lists: The COUNTY will establish a Minimum Vehicle Capacity (MVC) required each route prior to the start of the Contract. The Contractor may use a smaller vehicle if ridership on any given day is smaller, however, a vehicle of the designated minimum capacity must be available if demand requires. Minimum Vehicle Capacity may be adjusted during the term of the Contract by mutual agreement of the COUNTY and the Contractor.

In the event that the designated Minimum Vehicle Capacity is exceeded on a specific nutrition route, the Contractor will work with the senior center or meal site staff to create two runs. In the event that the MVC is exceeded on a given day's shopping/pharmacy/library route, the Contractor may create waiting lists, or may elect to use a larger vehicle. The Contractor may not invoice for a second vehicle without prior authorization from the COUNTY contract manager.

- III. Fares. Madison Metro usually requires a fare to be charged for each funded ride. Eligible persons traveling to adult daycare and shopping sites are required to pay the fare established by the COUNTY and as amended from time to time. However, persons eligible for service to congregate meal sites will not be denied service because of inability to pay. Eligible riders to congregate meal sites will be able to contribute a donation. Passengers may pay by cash or by pre-paid ticket. The passenger tickets shall be marked or the stub removed for each fare amount. One attendant or service animal per passenger may be transported at no charge. Passengers will not be expected or requested to pay a gratuity to drivers. Drivers shall be prohibited from accepting gratuities. The COUNTY is responsible for the collection and reporting of fares and donations.
- IV. Service Standards. The Program will be provided in accordance with the COUNTY service standards. The CITY and COUNTY jointly concur that for the term of this

Agreement, the following service standards shall apply, unless amended by the COUNTY with prompt notification to the CITY;

- A. Passenger assistance: Drivers will provide passengers with door-to-door assistance. Door, as used herein, is defined as the door to the building bearing the pickup or drop-off address, not the door to an individual apartment or office door within a building. The driver will go to the door to announce his/her arrival (e.g., doorbell, face-to-face or intercom). Honking at the curb shall not be sufficient notification of arrival. At the drop-off, adult daycare riders must be attended until their arrival is acknowledged by center staff.

Drivers will provide assistance which will ensure the passenger's safe passage to and from the door at the origin and destination, and to and from the vehicle seat. Assistance shall be provided by the driver for curbs and stairs to a maximum of 3 stairs at any origin or destination. In cases where the rider states that she/he does not require assistance, the driver shall still attend sufficiently to the rider's progress to ensure the passenger's safe passage.

Drivers will assist frail passengers with a small number of packages.

- B. Other Service Issues: Service issues such as rude operators or personnel, inadequate passenger assistance, unsafe or uncomfortable vehicle conditions, or other circumstances or behaviors which have an adverse effect on the passengers will be negotiated between the COUNTY and Contractor so as to achieve an agreement consistent with satisfactory performance.

- V. Personnel It is agreed that all of the Contractor's agents and employees, who are performing services pursuant to the terms of the Contract, are employees and agents of the Contractor, and not of the CITY or COUNTY, and that they will not at any time represent themselves to be employees of the CITY or COUNTY. The COUNTY agrees that all service activities will be performed and coordinated by its Contractor and employees or subcontractors, and that these services will include the production of required reports in a form approved by the COUNTY.
- VI. Reporting Service performance shall be reported by the COUNTY to the CITY on a monthly basis. Report information shall include hours of service for each part of the Work Program (nutrition, shopping, adult daycare), number of trips, number of one-way rides, and revenue miles. Reports are subject to audit by the COUNTY and/or CITY, which may include the review of other supporting documentation such as driver manifests, time sheets, driver logs, deposits and other resources. In cases of incomplete or inaccurate reports, or undocumented trips, the CITY may at its sole discretion refuse payments for affected hours of service.
- VII. Budget Summary The Program provides approximately 9,000 one-way rides, 47,000 miles and 5,000 revenue hours annually.

- VIII. Terms of Payment Invoices for payment shall be sent to: Finance Manager, Madison Metro Transit, 1245 E. Washington Avenue, Suite 201, Madison, WI 53703. Payment to the COUNTY shall be made quarterly in amounts equal to the total charges and expenses of providing the services. Invoices received by the COUNTY by the tenth of the month following the end of a quarter shall be paid by the tenth of the following month. Payment shall be sent to Dane County Human Services, Attn: Mary Timme, 1202 Northport Drive, Madison, WI 53704.
- IX. Final Settlement The COUNTY and the CITY shall calculate the final settlement in accordance with the funding formula described in Section IV, Budget and Payment for Services, of this Agreement. Final settlement shall be reflected on the final invoice for each fiscal year.