

**Interactive Ride-Matching Service Agreement
between
Greater Madison MPO,
Southeastern Wisconsin Regional Planning Commission, and
Wisconsin Department of Transportation**

July 2022

This Agreement is between the Wisconsin Department of Transportation hereafter referred to as "WisDOT" and the Greater Madison Metropolitan Planning Organization hereafter referred to as "GMMPO" and the Southeastern Wisconsin Regional Planning Commission hereafter referred to as "SEWRPC" and supercedes the prior agreement executed by the City on behalf of GMMPO and WisDOT in January 2022. The three agencies are hereafter together referred to as "the Parties". The purpose of this Agreement is to provide ride-matching services via an interactive, internet- and mobile-based application and to set forth the basis by which the Parties pay for support and maintenance services for this software and services. The software and services are to be provided by Right-Click Solutions, Inc. (d/b/a RideAmigos Corp.), a California corporation, located at 230 Pacific Street, Suite 202, Santa Monica, CA 90405 (hereafter "RideAmigos" or the "software vendor").

WHEREAS, GMMPO is the designated Metropolitan Planning Organization (MPO) for the Madison urbanized area;

WHEREAS, the City of Madison is the administrative and fiscal agent of GMMPO and has authorized GMMPO to execute this agreement via city resolution;

WHEREAS, the Southeastern Wisconsin Regional Planning Commission is the designated Metropolitan Planning Organization (MPO) and Regional Planning Commission (RPC) for the seven-county Southeastern Wisconsin Region;

WHEREAS, WisDOT has developed and implemented a statewide Rideshare program;

WHEREAS, GMMPO, through its RoundTrip Travel Demand Management (TDM) program (formerly Rideshare, Etc.) to promote sustainable transportation options, has developed and maintained ride-matching services;

WHEREAS, SEWRPC has established CommuteWISE, a commute program that seeks to advance multimodal transportation options in Southeastern Wisconsin, and has incorporated the Statewide Rideshare program;

WHEREAS, WISDOT, GMMPO, SEWRPC areas of service geographically overlap, thereby creating cost-saving opportunities for acquiring and maintaining the Internet-based ride-matching software application and components;

WHEREAS, WisDOT and the GMMPO have cooperated in providing interactive ride-matching services since 2005;

WHEREAS, the Parties agree that the RideAmigos products will serve each organization's needs, and purchasing approval (if needed) has been secured for the Parties;

WHEREAS, the Parties have identified acceptable funding sources for their respective annual costs, which are to be shared by the Parties;

WHEREAS, WisDOT has the authority to enter into contracts and agreements under s. 66.0301, Wis. Stats.; and

WHEREAS, it is prudent to develop this agreement to designate responsibilities for and limitations of the interactive ride-matching application.

NOW THEREFORE, WisDOT, GMMPO, and SEWRPC enter into agreement as follows:

Section I: Term and Performance

- A. This Agreement shall become effective upon execution by the Department of Transportation, GMMPO, and SEWRPC. It shall continue for five years and shall be renewed, following agreement from the Parties, unless terminated under Section XI, Termination of Agreement.
- B. The responsibilities of the parties shall be undertaken in such sequence as to assure their expeditious completion in light of the purpose of the Agreement and subject to availability of funding.
- C. The Parties agree that their obligations in this agreement are conditioned upon their respective ability to do so in compliance with all applicable laws governing the conduct of their business and operations, including applicable federal, state, and city budgetary restrictions.

Section II: Commitment to Continue Services

- A. The Parties agree to continue to provide ride-matching activities in their respective areas of service, and to ensure staffing for the purposes of cooperatively providing ride-matching services as required under this agreement, subject to budgetary restrictions.

Section III: Project Management

- A. The WisDOT, GMMPO, and SEWRPC agree to assign a coordinator for ridesharing activities and provide WisDOT with the coordinator's name, address, and contact information.
- B. The WisDOT, GMMPO, and SEWRPC agree that their coordinators will work cooperatively on issues related to the use of the interactive ride-matching application, including updates or upgrades to the software or services, and that any proposed changes will involve a joint review of ridesharing activities and availability of funding. The Parties may pursue independently funded projects after agreeing to the proposed change.
- C. The WisDOT, GMMPO, and SEWRPC agree that their coordinators may independently contact RideAmigos to address service ticket level issues (text edits, minor no-cost adjustments) related exclusively to their sub-sites. The Parties agree to carbon copy (cc) via email the other Parties when communicating with RideAmigos.
- D. The WisDOT, GMMPO, and SEWRPC agree that the Parties must agree on any proposed changes to the software application, including a change in software vendor, before those changes are initiated.

Section IV: Purchase and Licensing of Interactive Ride-Matching Application

- A. WisDOT agrees to pay all of the one-time implementation and configuration costs.
- B. WisDOT, the GMMPO, and SEWRPC agree to share costs for the RideAmigos Interactive Ride-Matching Application.

Section V: Purchase, Licensing, and Use of Interactive Ride-Matching Application and Services by WisDOT

- A. WisDOT shall be the licensee of the interactive ride-matching application that WisDOT shares with the GMMPO and SEWRPC.
- B. WisDOT agrees to pay the Subscription Fees as stated in the Subscription Agreement between WisDOT and RideAmigos, subject to the availability of funding.
- C. WisDOT, upon receipt of an invoice from the software vendor for the total costs for future or current services, agrees to invoice the GMMPO and SEWRPC for 21% each of the Subscription Fees.
- D. WisDOT, upon receipt of an invoice from the software vendor for the total costs, shall send payment to the software vendor for the full amount shown on the invoice.
- E. WisDOT, upon receipt of payment from the GMMPO and SEWRPC, shall deposit monies in the appropriate fund.
- F. WisDOT agrees to maintain a detailed accounting of its costs incurred and payments made, including breakouts of each party's share, and furnish copies of all accounting documents to the GMMPO and SEWRPC upon demand.
- G. WisDOT agrees to develop and maintain appropriate security protocols to protect the integrity of the ride-matching application including user data/database.
- H. WisDOT agrees to work cooperatively with the GMMPO and SEWRPC to ensure that the necessary funding is obtained annually for the software and maintenance costs of the ride-matching application described herein.

Section VI: Use of Interactive Ride-Matching Application and Services by the GMMPO

- A. The GMMPO shall administer interactive ride-matching services using WisDOT's Statewide Ride-Matching Application.
- B. The GMMPO agrees to pay to WisDOT 21% of the Subscription Fees as stated in the Subscription Agreement between WisDOT and RideAmigos, subject to the availability of funding.
- C. The GMMPO, upon receipt of an invoice from WisDOT for 21% of the total costs incurred during the previous billing period, agrees to reimburse WisDOT for those costs within 30 days.
- D. The GMMPO agrees to pay 100% of any future costs associated with exclusive customization of the RoundTrip website.
- E. The GMMPO agrees that RoundTrip will maintain connection with the existing database, shared by WisDOT.
- F. The GMMPO agrees to develop and maintain appropriate security protocols to protect the integrity of the rideshare program and rideshare data/database.
- G. The GMMPO agrees to work cooperatively with WisDOT to ensure that the necessary funding is obtained annually for the software and maintenance costs of ride-matching application described herein.

Section VII: Use of Interactive Ride-Matching Application and Services by SEWRPC

- A. SEWRPC shall administer interactive ride-matching services using WisDOT's Statewide Ride-Matching Application.
- B. SEWRPC agrees to pay to WisDOT 21% of the Subscription Fees as stated in the Subscription Agreement between WisDOT and RideAmigos, subject to the availability of funding.
- C. SEWRPC, upon receipt of an invoice from WisDOT for 21% of the total costs incurred during the previous billing period, agrees to reimburse WisDOT for those costs within 30 days.
- D. SEWRPC agrees to pay 100% of any future costs associated with exclusive customization of the CommuteWISE website.
- E. SEWRPC agrees that CommuteWISE will maintain connection with the existing database, shared by WisDOT.
- F. SEWRPC agrees to develop and maintain appropriate security protocols to protect the integrity of the rideshare program and rideshare data/database.
- G. SEWRPC agrees to work cooperatively with WisDOT to ensure that the necessary funding is obtained annually for the software and maintenance costs of the ride-matching application described herein.

Section VIII: Notice of Third-Party Contracts

- A. If the GMMPO or SEWRPC enter into an agreement with a third party to perform ride-sharing activities, the GMMPO or SEWRPC agree to notify WisDOT before the agreement is executed. Upon written acknowledgement by WisDOT, the GMMPO or SEWRPC and the third party may execute such contracts. Any such third-party contract will include language to ensure the third party agrees to adhere to the relevant applicable provisions of this agreement.
- B. If WisDOT enters into an agreement with a third party to perform ride-sharing activities, WisDOT agrees to notify the GMMPO and SEWRPC before the agreement is executed. All third-party contracts will include language to ensure the third party expressly agrees to adhere to the relevant applicable provisions of this agreement.

Section IX: Relationship of Parties

The Parties each act in an independent capacity under this Agreement, and no party is considered the officer, employee, or agent of the other.

Section X: Non-Assignment

WisDOT, the GMMPO, and the SEWRPC agree that no party may assign or transfer this Agreement or any interest in this Agreement to another party without the express written consent of the other Parties.

Section XI: Modifications

- A. The Parties may request specific modifications to the jointly operated project by sending such request to the other Parties in writing. Failure to reach mutual agreement on such modifications within sixty (60) days of the written request shall constitute cause to terminate this Agreement, which may be done unilaterally by the Parties with thirty (30) days written notice to the other Parties after failure to reach mutual agreement.
- B. This Agreement may be modified upon written agreement by authorized representatives of the Parties. Specifically, if changes are needed to accommodate changes to the RideAmigos contract or to change to another software vendor, such changes may be agreed to without a formal amendment. GMMPO and SEWRPC staff are authorized to agree in writing to such a

change if there is no increase in the financial obligation or if there is budgetary authority for any such increase.

Section XII: Termination of Agreement

- A. The Parties may terminate this agreement upon delivery of at least sixty (60) days written notice to the other Parties. Upon termination for any reason, any items of software, hardware, and databases that are owned by or licensed to WisDOT or sublicensed to the City or SEWRPC in connection with this agreement shall remain with the party that has ownership of or a license to said item, subject to any licensing restrictions with the software vendor.
- B. Handling of Data upon Termination. Upon termination of this MOU for any reason, items of data within the hosted database owned by the Licensee, WisDOT, or the sub-licensees, GMMPO and SEWRPC, will remain the property of that party which owns the respective data. If GMMPO or SEWRPC terminate this MOU, the respective MPO shall make arrangements with the software vendor to extract its data and pay any costs associated with the data extraction. The Parties shall determine, in writing, whether the non-terminating party may keep a copy of the terminating party's data and continue using such data. WisDOT, as Licensee of the software vendor, shall ensure its agreement with the software vendor allows for extraction and return of the sub-licensees' data to the sub-licensee under terms that are acceptable to the sub-licensee. If either party wishes to continue using the rideshare matching application, that party agrees to execute a new contract with the software vendor.

Section XIII: Equal Opportunity Employment

In connection with the performance of work under this Agreement, the Parties agree to not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical appearance, developmental disability as defined in s. 51.01(5), Wis. Stats., income level or source of income, arrest record or conviction record, sexual orientation, or national origin or ancestry. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 Parties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of this non-discrimination clause.

Section XIV: Liability

It is mutually agreed that the Parties will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective, or their employees' or agents' respective acts, errors or omissions which may occur in connection with this Agreement while acting within the scope of employment. However, by entering this agreement, WisDOT does not in any manner give up or forfeit its sovereign immunity.

Section XV: No Government Obligation to Third Parties

The Parties agree that, in the event U.S. Department of Transportation funding is used to fund obligations performed under this Agreement, they will comply with the applicable U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

WisDOT, the GMMPO, SEWRPC, and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Parties, contractor, or any other party (whether or not party to that Agreement) pertaining to any matter resulting from the underlying contract.

The Parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the U.S. Department of Transportation. The Parties further agree that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section XVI: Federal Changes

The Parties agree that they each will comply with 49 CFR Part 18; U.S. Department of Transportation regulations relating to the applicable FTA regulations, policies, procedures, and directives, including those directly listed or included by reference in Form FTA MA (28) dated February 9, 2021, as they may be amended or promulgated from time to time during the term of this Agreement. The Parties' failure to so comply shall constitute a material breach of this Agreement.

Section XVII: Energy Conservation

The Parties agree that they will comply with 42 USC § 6321 et seq. and 49 CFR Part 18; which are both U.S. Department of Transportation regulations relating to energy conservation.

Section XVIII: Program Fraud and False or Fraudulent Statements and Related Acts

- A. The Parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Parties certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FHWA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Parties further acknowledges that if either makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the GMMPO, SEWRPC, and/or WisDOT to the extent the Federal Government deems appropriate.
- B. The Parties acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 23 USC 146, the Government reserves the right to impose the penalties of 18 USC § 1001 on the Recipient, to the extent the Federal Government deems appropriate.
- C. The Parties agree to include the above two clauses in each sub agreement financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section XIV: Assurance of Non-Discrimination on the Basis of Disability

WisDOT, SEWRPC, and the GMMPO in accordance with 49 CFR Parts 27, 37, and 38, agree that they will comply with the Americans with Disabilities Act (ADA) of 1990, the Rehabilitation Act and all U.S. Department of Transportation regulations relating to enforcement of each Act.

Section XX: Civil Rights

The Parties agree that they will comply with Title VI of the Civil Rights Act of 1964 and all U.S. Department of Transportation regulations relating to enforcement of that Act. The following specific requirements apply to this agreement:

- A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Parties and contractor agree to not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Parties and contractor agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying Agreement:
 - (1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Chapter 21, Subchapter VI, § 2000e et. seq., and Federal transit laws at 49 USC § 5332, the Recipient and contractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Parties contractor agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Parties and contractor agree to comply with any implementing requirements FTA may issue.
 - (2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the Parties and contractor agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Parties and contractor agree to comply with any implementing requirements FTA may issue.
 - (3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Parties agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, GMMPO, the SEWRPC, and WisDOT agree to comply with any implementing requirements FTA may issue.

- C. The Parties also agree to include these requirements in each sub agreement financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected Parties.

Section XXI: Disadvantaged Business Enterprises

- A. Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
- B. DBE Obligation. The Parties and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of agreements and sub agreements financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure non-discrimination in the award and administration of all agreements and sub agreements supported with federal assistance from the U.S. D.O.T.

Section XXII: Applicable Law

This Agreement shall be governed under the laws of the State of Wisconsin. The Parties shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

Section XXIII: Safety Requirements

All materials, equipment, and supplies acquired through this Agreement by the Parties must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and all applicable OSHA Standards.

Section XXIV: Public Records Access

It is WisDOT, SEWRPC, and the GMMPO's policy to maintain an open and public process in the solicitation, submission, review, and approval of any procurement activities related to this Agreement. Bid/proposal openings are public unless otherwise provided by Wisconsin's public records law. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the agreement.

Section XXV: Prohibited Interests

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising there from.
- B. No member, officer, or employee of WisDOT, SEWRPC, or of the GMMPO during his or her tenure or for one year thereafter shall have any personally benefiting interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. No member, officer, or employee of WisDOT, SEWRPC, or of the GMMPO during his or her tenure or for one year thereafter shall use or reference the use of this software or the products of this software for any political activity.

Section XXVI: Notices

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the Parties listed below:

For GMMPO: Bill Schaefer, Director/Transportation Planning Manager
Greater Madison MPO
100 State Street Suite 400
Madison, WI 53703

For WisDOT: Andrew Levy, Planning Supervisor
Wisconsin Department of Transportation
4802 Sheboygan Ave
Madison, WI 53707-7913

For SEWRPC: Kevin Muhs, Executive Director
Southeastern Wisconsin Regional Planning Commission
P.O. Box 1607
Waukesha, WI 53187-1607

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner most appropriate to each.

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION**

By:
Scot Becker, DTSD Deputy Administrator
Date:

**GREATER MADISON METROPOLITAN
PLANNING ORGANIZATION**

By:
William Schaefer, Director/Planning Manager
Date:

**SOUTHEASTERN WISCONSIN REGIONAL
PLANNING COMMISSION**

By:
Kevin Muhs, Executive Director
Date: