

REPORT OF: Transit General Manager

TITLE: Metro Transit Unlimited Ride Pass Program (for City of Madison employees)

AUTHOR: Catherine Debo, Transit General Manager

DATED: April 27, 2005

NOTE: This is Addendum A to Unlimited Ride Pass Program Resolution for City employees - as submitted May 17, 2005

TO THE MAYOR AND COMMON COUNCIL:

Introduction

Metro Transit, a Division of the City of Madison, has successfully developed an Unlimited Ride Pass program implemented through contractual agreements with major area employers and educational institutions. The City of Madison would like to enhance its Transportation Demand Management program by adopting Metro's Unlimited Ride Pass Program, which would make it possible for city employees to access Metro's fixed route and ADA Complementary paratransit services free of charge to the employee rider.

Where normally a contractual agreement exists between Metro Transit and employers and institutions, it is not possible to construct a contractual agreement between a division of the City and the City proper. Accordingly, this Program Report serves to describe the elements of the Unlimited Ride Pass Program in which the City of Madison wishes to participate, consistent with guidelines established by the TPC for Metro Unlimited Ride Pass Agreements. Adoption by the Common Council of the attached Resolution after recommendation by the Transit and Parking Commission, shall constitute authorization to initiate the Unlimited Ride Pass Program described herein, and shall direct and authorize the Agencies identified in the report to implement the program, performing duties outlined in the report. The City's (Madison or City) participation in this Unlimited Ride Pass Program, as with any other business or public entity with which Metro Transit has Unlimited Ride Pass Agreements, is contingent on payment of all reimbursement elements established in Exhibit 1 to the Program below.

The City may opt to extend this Program upon the recommendation of the Transit and Parking Commission and approval of the Common Council for one or more years at a time, contingent on payment of updated program-wide, standard required reimbursement elements for each year of the Program extension, i.e., established rates per trip and minimum and maximum not-to-exceed dollar amounts reflecting Program ridership experience and trends to be provided by the Transit General Manager. The City will then make provision in applicable fiscal year budget(s) for this fare replacement program in an appropriate Metro account, separate from any line item or payment for the normal Madison subsidy to Metro for transit and paratransit bus service which is outside the scope of this Unlimited Ride Pass Program. Failure to allocate and approve the requisite budget funding will cause the Program to cease at the end of the last budget cycle for which Program funds were allocated.

PROGRAM

I. TERM

The original term of this Unlimited Ride Pass Program (the Program) shall extend from August 1, 2005 through December 31, 2005. Continuation of the Program is contingent on approval of the requisite funding through the normal legislative budget process.

II. SERVICES PROVIDED

- A. During the term as provided herein, METRO will provide Unlimited Ride Passes (hereinafter "pass" or "passes") to MADISON Human Resources Department (Human Resources), Director of Revenue (Revenue) and/or Treasurer's Office (Treasurer) for distribution to all current employees of **MADISON** in accordance with terms and conditions here-within, including Exhibit 1. (See Section II D. below for exclusions to pass use under this Unlimited Ride Pass Program). METRO shall also provide replacement passes for any eligible city employees that are verified by MADISON Human Resources, Revenue and/or Treasurer as lost, stolen or destroyed. The total number of passes, including replacement passes, to be supplied by METRO shall be determined by MADISON Human Resources.
- B. It is understood that the level and types of bus service Metro Transit provides are beyond the scope of this Unlimited Ride Pass Program. The type and level of those services are determined by METRO, upon review by the Transit and Parking Commission, taking into account the safety and convenience of its passengers, and within budgetary limits as may be applicable.
- C. Except for routes and service excluded pursuant to Article II. D below, the Unlimited Ride Passes provided in this Agreement will be valid for transportation at no additional charge to the rider, during all revenue hours of service on fixed transit routes, and on ADA complementary paratransit services. The employee must display a current valid City of Madison identification card provided by City Human Resources.
- D. METRO transit services specifically excluded from this Unlimited Ride Pass agreement are:

Metro Special Event Shuttles for sporting and other events - for which special event fares are charged.
- E. The passes issued under this Unlimited Ride Pass Program will be valid beginning August 1, 2005 through December 31, 2005, inclusive, provided the individual to whom issued maintains his/her eligibility status for the pass.
- F. The pass is not transferable and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued. If the person's MADISON employee identification card and/or pass is forfeited, it will be returned promptly to Human Resources.
- G. METRO shall provide the MADISON Comptroller's Office (Comptroller) with a monthly statement of total MADISON employee ridership, including monthly employee ridership by route for fixed route service and total ridership for ADA complementary paratransit services. METRO shall provide Comptroller this information within forty-five (45) days after the end of a month.

III. CITY AGENCY RESPONSIBILITIES

- 1. Metro is responsible for the overall administration of the Program, including pass production, ridership counting, billing, program reports and the like.
- 2. Human Resources, Revenue and/or Treasurer are responsible for determining the total number of passes; pass distribution (except to Metro employees); serving as a pass outlet; providing standard I.D. cards to employees for use of this program and tracking employee pass eligibility.
- 3. Comptroller is responsible for seeing that payment is recorded in the appropriate Metro account upon submittal by Metro of adequate documentation.

IV. MADISON'S PAYMENT FOR SERVICE

[Dated]

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- A. MADISON may, in its sole determination, collect and retain fees including fees for reissued passes from employees. Failure by MADISON to collect fees from employees shall not relieve MADISON of the obligation to pay for the Unlimited Ride Pass fare free rides provided by METRO hereunder.
- B. The Comptroller shall record a reimbursement to METRO of the cost of providing such Transit and ADA complementary paratransit rides to MADISON in accordance with Exhibit 1 of this Program Report.
- C. The financial cost to MADISON for the Unlimited Ride Pass Program service provided hereunder shall be limited to the total amounts specified in Exhibit 1. METRO shall submit quarterly documentation to the City Comptroller to support a journal voucher as outlined in Exhibit 1 for the cost of providing Unlimited Ride Pass free fare rides. The Comptroller shall thereafter see that payment is recorded in the appropriate Metro account.

V. PERFORMANCE

A resolution approved by the Transit and Parking Commission and by the Common Council, to which this Report serves as an attachment, shall be required to authorize, initiate and implement this Unlimited Ride Pass Program.

VI. TERMINATION

MADISON may terminate this Program upon ninety (90) days written notice. In the event of termination, the Comptroller will reimburse METRO, i.e. transfer to the appropriate METRO account, for all Unlimited Ride Pass rides provided under this Program prior to termination of this Program.

VII. PROGRAM REPORT

Annually, on or before June 1st, Metro Transit General Manager shall submit to the Mayor and Common Council a report containing information concerning monthly ridership, fare replacement revenue for Metro (cost to the City), and MADISON employee satisfaction with the program (as derived from survey data). The report shall contain a recommendation regarding continuation of the Program.

VIII. PROGRAM CONTINUATION

- A. Annually, on or before June 1st, Metro Transit General Manager shall submit to the Mayor and Comptroller for inclusion in the budget updated Unlimited Ride Pass Program cost reimbursement elements (Program Cost) for each year of proposed Program Extension as approved by the TPC. These will include established rates per trip and minimum and maximum total dollar amounts based on Program Ridership experience and ridership trends for fixed route and paratransit service. Failure to allocate and approve in the adopted City budget the updated Program costs will cause the Program to cease at the end of the last budget cycle for which Program funds were allocated.
- B. The agencies responsible for the administration of the Program shall be as set forth in this Report or as designated by the Mayor in accordance with Program needs and agency capacities.

6/5/2012

EXHIBIT 1

I. PAYMENT FOR SERVICES

METRO shall submit quarterly documentation to the Comptroller to support a journal voucher ("billing") for fixed route transit and ADA paratransit rides taken by MADISON employees under this Unlimited Ride Pass Program. The Comptroller shall see that payment is recorded in the appropriate METRO account within 30 days of each quarterly billing by METRO for this service. Payment to Metro for this fare-replacement program shall be charged against a specific line item in MADISON's budget for this purpose, separate from any line item or payment for the normal MADISON subsidy to METRO for transit and paratransit bus service which is outside the scope of this Program.

A. Billing for Fixed Route Transit Services

Billing for fixed route transit rides shall be as shown in Column A (below). In the event that MADISON employee rides on fixed route transit services exceed 31,017 rides during the contract term, METRO shall be reimbursed for those trips in the last quarterly billing at the rate of \$.825 per additional fixed route ride, subject to 1C below:

	Column A
For the period ending Sept. 30, 2005:	\$10,235.50
For the period ending Dec. 31, 2005:	\$15,353.50
TOTAL:	\$25,589.00

B. Billing for ADA Paratransit services

Billing for ADA complementary paratransit rides shall also be submitted on each quarterly invoice. Paratransit rides will be billed at the rate of the applicable peak or off-peak ADA paratransit fare in effect on METRO's fare tariff on the date the ride is taken.

C. Maximum Program amount

The total amount reimbursable to METRO for all fixed route transit and ADA complementary paratransit service provided under the terms of this Unlimited Ride Pass Program shall not exceed \$32,569.

D. Payment to Metro:

The Comptroller shall transfer to the appropriate METRO account the foregoing amounts in accordance with Section A of Exhibit 1 and Article III and IV of the body of this Unlimited Ride Pass Program.

II. RIDERSHIP COUNTING

As provided in Article II.G, METRO will maintain an accurate count of ridership for MADISON employee rides on fixed route and ADA complementary paratransit services using standard ridership counting procedures. Toward this end, METRO will establish a separate code in its fare collection system to tabulate the total rides made by MADISON employees. Separate manual counts shall be maintained on paratransit services for MADISON employees.

III. PASS PRODUCTION AND SECURITY

A. METRO shall design the pass, after consultation with the Mayor's Office, and print the passes used in this program.

B. METRO is responsible for printing the passes. Passes will be made in a format and of materials that do not lend themselves to counterfeiting or copying. METRO shall deliver to Human Resources, Revenue and/or Treasurer employee bus passes for the Program term by July 6, 2005 or as soon thereafter as practicable. Passes for each subsequent year of the Program shall be

delivered to the designated City agency for distribution at least three weeks before the Program renewal effective date or as soon thereafter as practicable. Employees of Metro Transit may receive such passes through distribution at Metro Transit.

C. Human Resources shall establish appropriate procedures to assure that only one pass is distributed to each employee of MADISON and that the individual is a current eligible employee of MADISON.

D. Each pass shall be numbered. Each pass shall have a place for the employee to sign. Employees will be required to sign the passes distributed to them. Employees must present a valid and standard MADISON ID card provided for the purpose, along with the pass in order to ride for free.

E. The pass is not transferable and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued. If the person's MADISON employee identification card and/or pass is forfeited, it will be returned promptly to Human Resources. Passes that are misused are subject to confiscation. Passes that are confiscated may not be reissued. Passes that are lost or stolen may be reissued. Passes may not be resold or transferred. Human Resources shall establish procedures to insure that MADISON employees are informed of this restriction at the time of pass request, and shall further advise requestors that any violation of this restriction will result in confiscation of both the pass and employee identification card issued for the purpose.

F. Human Resources shall take reasonable steps to monitor employee distribution to verify and insure appropriate use of the Unlimited Ride Pass Program.