

SOCIAL SERVICE AGENCY FARE TRIP PURCHASE AGREEMENT

**BETWEEN THE CITY OF MADISON / METRO TRANSIT
AND
[ORGANIZATION]**

The following consists of the whole Agreement between The City of Madison, Metro Transit, 1245 E. Washington Avenue, Suite, 201, Madison, WI 53703, hereinafter **MADISON** or Metro Transit and

Name: [ORGANIZATION]
Address: [ADDRESS]
[ADDRESS]

Name: [Registered Agent/ Officer]
Address:

Hereinafter referred to as **ORGANIZATION**.

In consideration of the fact that MADISON has established an Agency Fare that may be charged to a social service agency for agency trips and that MADISON wishes to provide and ORGANIZATION wishes to purchase social service agency fare media for agency trips for the ORGANIZATION's ADA complementary paratransit eligible clients at the Agency Fare established in the Metro Fare Tariff; and in consideration of the positive and efficient model of coordinated services and resources within our community such an agreement will establish to the mutual benefit of both parties, the undersigned Parties agree to the following terms:

1. Term. The initial term of the AGREEMENT, which shall become effective upon execution by the City of Madison Transit General Manager on behalf of MADISON, shall extend from [Date] to [Date]. Thereafter the AGREEMENT shall be automatically renewed from year to year under the same terms and conditions, including adjustments in the cost of each ticket as provided under Section 8, for an additional one year period on January 1st of each calendar year unless amended or terminated as provided herein.
2. Service. During the term of the AGREEMENT as provided herein, MADISON agrees to provide social service agency fare media (Agency Fare Media; tickets) for agency trips at the Agency Fare Tariff to ORGANIZATION. ORGANIZATION may then arrange transportation for the ADA complementary paratransit eligible persons it serves using Metro Transit's paratransit scheduling procedures. Any such transportation arrangements shall be conditioned on the understanding that such trips cannot impact Metro Transit's capacity to provide its fixed route and ADA complementary paratransit service. The determination regarding whether any trip or trips impact Metro Transit's capacity to provide its fixed route and ADA complementary paratransit service shall be made by MADISON in its sole discretion.

It is understood and agreed that this AGREEMENT does not guarantee either the sale of a fixed or certain number of tickets by Metro Transit to ORGANIZATION or

the purchase of a fixed or certain number of tickets by ORGANIZATION from MADISON.

3. Agency Fare Media Eligibility. ORGANIZATION represents and agrees that it is a social service agency subject to agency fares as provided in 49 CFR 37.131(c)(4) for the purposes of this AGREEMENT.
4. Agency Fare Media Production, Distribution and Validity.
 - a. MADISON shall design, print and supply all Agency Fare Media used under this AGREEMENT.
 - b. ORGANIZATION shall order Agency Fare Media from Metro Transit on a monthly basis for use by its ADA complementary paratransit eligible clients.
 - c. ORGANIZATION is responsible for any distribution of Agency Fare Media to such persons.
 - d. Any ADA complementary paratransit eligible person may present Agency Fare Media and such fare media shall be accepted as a valid fare for a scheduled agency trip.
5. Cost and Invoicing.
 - a. Cost. Each one-way agency trip shall be charged at the current Agency Fare Tariff. The applicable current Agency Fare Tariff and Paratransit Fare Tariff will be used by MADISON to determine the correct number of ADA Complementary Paratransit fare media tickets required to board for an agency trip (4.5 trips per booklet at the current, i.e., 2011, Paratransit and Agency Fare Tariff), until a one-ticket Agency Fare ticket system is implemented by Metro Transit.
 - b. Invoicing. MADISON shall invoice ORGANIZATION monthly for all orders received for Agency Fare Media. Organization shall pay the amount specified within thirty (30) days of receipt of the invoice.
6. Suspension of Fare Media Orders and Termination of AGREEMENT.
 - a. Either PARTY may terminate this AGREEMENT upon ninety (90) days written notice.
 - b. In the event of a default by ORGANIZATION in its payment for more than thirty (30) days from the date of billing, regardless of any insurance claims process or status of available funds, requests for subsequent orders may be denied at MADISON's option until the outstanding invoice has been paid in full. This option shall be in addition to any other right or remedy MADISON may have under Paragraph c below.
 - c. In the event ORGANIZATION shall materially 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 ORGANIZATION, MADISON may at its option and in addition to all other rights and remedies which it may have at law or in equity against ORGANIZATION forthwith have the cumulative right to immediately terminate this AGREEMENT.

7. Certifications and Representations. Each PARTY certifies that it possesses the legal authority to enter into this AGREEMENT. Each PARTY has identified the signatory on the last page, or identified in writing the signatory's designee, as its agent to act in connection with this AGREEMENT. ORGANIZATION represents and warrants that it is a qualified human service agency meaning that it serves persons who qualify for human service or transportation-related programs or services due to disability, income or advanced age. The AGREEMENT shall be binding on the PARTIES hereto and their respective successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the PARTIES hereto unless the same be in writing signed by the duly authorized agent or agents who executed this AGREEMENT.
8. Notice of Agency Fare Rate Changes. MADISON shall give ORGANIZATION written notice of the Agency Fare Tariff for each subsequent year by November 30th of the current year.
9. Allocation of Risk. Each PARTY shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each PARTY shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, and representatives. It is not the intent of MADISON to waive any statutory protections or impose on itself liability beyond that imposed on municipalities by state statutes.
10. Non-Discrimination. In connection with the performance of work under this AGREEMENT, ORGANIZATION agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, sexual orientation, gender identity, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status.

ORGANIZATION further agrees not to discriminate against any subcontractor or person who offers to subcontract on this AGREEMENT because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.
11. Third Party Rights. This AGREEMENT is intended to be solely between the PARTIES hereto, i.e., MADISON and ORGANIZATION. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to, employees or participants of either of the PARTIES.
12. Notices. All notices to be given under the terms of this AGREEMENT 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 on Page 1.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date of the last of the individuals to sign.

CITY OF MADISON, WISCONSIN

Chuck Kamp, Transit General Manager

Date

Approved as to form:

Approved:

Michael May
City Attorney

Date

David Schmeidicke
City Finance Director

Date

[ORGANIZATION]

Signature

Date

Print Name

Title