

Exhibit 1

FISCAL AGENT SERVICES & PAYMENT SCHEDULE

The scope of the fiscal agent services include billing, purchasing, accounting, reporting, fixed assets, cash management, and contract management, as described below.

The City of Madison (hereafter City or “fiscal agent”), as fiscal agent for MUFN-C, UA, will:

Billing/Receivables

1. Gather information necessary to create invoices.
2. Create and issue invoices to members of the MUFN-C, U.A. consortium (hereafter, “members”) consistent with the MUFN-C UA Agreement of Association, Bylaws and operating procedures, as applicable. Under the MUFN-C UA Agreement of Association, members are to be given 45 days from the date of invoice to pay invoices.
3. Receive payments from members, and payments from any other source, on behalf of MUFN-C.
4. Issue credits/refunds to members as appropriate and necessary.

Purchasing/Payables

5. Compare invoices received to appropriate MUFN-C documentation and pay invoices to vendors and other recipients as authorized by MUFN-C UA.

The parties acknowledge that the City of Madison Traffic Engineering Division is one such recipient as the entity responsible for maintenance of the MUFN network, pursuant to a Facilities Use Agreement between MUFN-C UA and the City of Madison that establishes services to be provided by the City and fees paid by MUFN-C UA for such services (“Facilities Use Agreement”).

The fiscal agent may issue checks using the City Treasurer’s standard procedures with checks being signed by the City Clerk and Treasurer as required by state law. Payments may also be made by ACH transaction or general ledger expenditure recording as appropriate. Prior to mailing any check, ACH transaction, or general ledger expenditure recording on behalf of MUFN-C, the City will request authorization from the MUFN-C UA Treasurer or other designated individual, using a mutually agreeable procedure.

For payments due to City Traffic Engineering under the Facilities Use Agreement, the fiscal agent may cut checks per the procedure above, or record transactions within the ledger, maintaining separate funds as required by this Agreement.

6. Request credits/refunds from MUFN-C UA’s vendors, as appropriate and necessary.
7. Maintain master vendor file in the City’s financial planning system on behalf of MUFN-C UA.

Accounting/General Ledger

8. Maintain chart of accounts.
9. Develop and maintain account segments to facilitate tracking of income and expenses to an appropriate level.

Reporting and Accountability

10. Generate monthly financial statements for the MUFN C-UA Oversight Committee Treasurer.
11. Provide financial reports as requested by MUFN-C UA.
12. Schedule monthly financial review meetings with the MUFN C-UA Oversight Committee, with such meetings to be coordinated and scheduled by MUFN-C UA.
13. The City will provide access to online accounting tools (through the City’s financial planning system) to two (2) members of the MUFN C-UA Oversight Committee.
14. Annual review and adjustment of the budget with the MUFN C-UA Oversight Committee - future budgets will include any funding shortfall or overages carried over from the previous year.
15. MUFN-C UA account(s) will be maintained separately from any other accounts and funds managed by the City to avoid comingling of funds. The City will maintain a separate fund to account for all MUFN-C UA transactions separately within the City’s financial planning system.

Fixed Asset Tracking

16. Track identification tags for MUFN-C UA capital assets, including location.
17. Depreciate capital hardware on General Ledger.

Cash Management

18. Receive payments received from members and any other sources.
19. Pay invoices on behalf of MUFN-C UA with monies held by the City Treasurer within a segregated Agency Fund within the City's financial planning system.
20. In the course of providing fiscal agent services hereunder, the City may make investments of MUFN-C UA funds in the City's pooled investments and allocate interest earnings to MUFN as it does for any other city agency or fund using the City's regular procedures. Likewise if the MUFN-C UA account experiences a negative balance as a result of the timing of receipts and expenditures the Finance Department will account for such occurrence using the City's standard accounting methods and if appropriate, charge interest on amounts payable to the City and include the same in the report(s) prepared for MUFN-C UA.
21. Perform monthly reconciliations, and allocate any interest earnings using the City's pooled investment rate calculated on MUFN-C UA's average daily cash balance.

Independent Auditor Contracting:

22. Select and retain an independent auditor to perform required audits for MUFN-C UA, including entering into a contract with the auditor and receiving and paying invoices from the auditor on behalf of MUFN-C UA. MUFN-C UA shall cooperate with the City to provide additional information if requested by external auditors during required audits of the City.

MUFN C-UA responsibilities:

23. MUFN-C UA will provide two contacts within the MUFN-C UA Oversight Committee: one treasurer and one leadership to act as the primary contacts in the provision of fiscal services.
24. MUFN-C UA Oversight Committee members must participate in both the development and subsequent operation of MUFN business processes.
25. MUFN-C UA is responsible for informing the fiscal agent of all relevant provisions of its Articles of Association, Bylaws, operating procedures, grant conditions, and any other operational requirements of MUFN-C UA necessary for the City to provide the fiscal agent services hereunder.

PAYMENT SCHEDULE

MUFN-C UA will pay the City of Madison the following fees as compensation for all the services described herein.

(A) Services performed by City of Madison Finance staff:

1. **2026:** Services performed by the City will be billed at a rate of **\$20,000/year**. The City will invoice MUFN-C UA monthly and MUFN-C UA shall pay the City within 30 days of receipt of invoice.
2. **Renewal terms (if any):** If the parties agree to renew this Agreement beyond the **2026** services, the rate for years **2027 & forward** will be billed at a rate of **\$20,000/year**. The City will invoice MUFN-C UA monthly and MUFN-C UA shall pay the City within 30 days of receipt of invoice.

(B) Independent auditor contracted services:

1. **2026:** The City shall retain on behalf of MUFN-C UA a qualified independent auditor to perform audit services on behalf of MUFN-C UA and in order to fulfill audit obligations of the City of Madison. City will invoice MUFN-C UA for the actual auditor services and pay invoices as part of the City's fiscal agent services provided to MUFN-C UA under this Contract.
2. **Renewal terms (if any):** If the parties to agree to renew this Agreement beyond the **2026** services, fees for outside auditor services will be negotiated at the time and included in a written renewal document, subject to the City approving the necessary appropriations and revenue recognition in future years' budgets.