

**RIDE PASS AND SALES PORTAL AGREEMENT**

**BETWEEN**

**THE CITY OF MADISON/METRO TRANSIT**

**AND**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as **ORGANIZATION**.

The purpose of this agreement is for the distribution of passes to ride Madison’s Metro Transit buses, in accordance with 2010 resolution number 16113 and subsequent resolutions governing Madison’s ride pass programs.

Whereas **MADISON** and **ORGANIZATION** wish to enter into an agreement for the distribution of ride passes, and in consideration of the positive benefits such an agreement would have on ridership, traffic congestion, the environment, and our community, the undersigned **PARTIES** agree to the following terms:

1. Term. The initial term of the **AGREEMENT** shall extend from January 1, 2024 to December 31, 2024. Thereafter the **AGREEMENT** shall be automatically renewed from year to year under the same terms and conditions, including adjustments in the cost of each pass as provided herein, for an additional one-year period on January 1<sup>st</sup> of each calendar year unless amended or terminated as provided herein.
2. Service. During the term of this **AGREEMENT** as provided herein, **MADISON** agrees to provide an online portal that provides **ORGANIZATION** the ability to add dollar value to their participants ride passes, such as fare cards, for use on fixed route transit and on other Metro Transit Services, such as paratransit services offered by Metro Transit, as additional service offerings are integrated into Metro Transit’s online portal.
3. Pass Production, Distribution and Validity. **MADISON** shall supply fare cards under this **AGREEMENT**, or will provide access to alternative bus passes, such as digital payment using participant’s personal smartphones.
  - a. The number of cards provided shall be determined by **ORGANIZATION**.

- b. This number should also include extra supply of cards will be provided to replace those that are lost or stolen.
  - c. Cards verified as lost or stolen by ORGANIZATION to MADISON and passes of individuals verified by ORGANIZATION to MADISON as being no longer eligible participants will be deactivated by MADISON or deactivated by ORGANIZATION through the use of the online portal. Deactivation may not be immediate, but will be completed in a reasonable amount of time in accordance with Metro Transit's standard operations.
  - d. Access to this portal will be discontinued as of termination or suspension of this AGREEMENT under Section 5 below.
4. Cost and Billing. MADISON shall bill ORGANIZATION monthly or quarterly, as may be appropriate in MADISONs discretion, for all dollar value added to fare cards during the billing period and reasonable costs associated with card production and distribution.

ORGANIZATION may, in its sole determination, collect fees, including fees for reissued passes, from ORGANIZATION's eligible participants. Such fees shall be collected by ORGANIZATION using its standard operating procedures. Such fees may not be higher than the publicly available general fares or greater than the equivalent discounted fare for which an eligible participant would qualify.

5. Termination.

- a. Either PARTY may terminate this AGREEMENT upon ninety (90) days written notice. In the event of default by ORGANIZATION in its payment for more than thirty (30) days from the date of billing, MADISON may take any or all of the following action(s):
  - suspend service by deactivating the portal and deactivating cards subject to this agreement, and/or;
  - terminate this agreement as set forth in paragraph b, immediately below.
- b. 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.
- c. In the event of termination, ORGANIZATION will pay MADISON for all dollar value distributed through the portal to ORGANIZATION and associated card production costs.

6. Certifications and Representations. Each PARTY certifies it possesses legal authority to enter into this AGREEMENT. Each PARTY has identified the

signatory on the last page, or identified his or her designee, as its agent to act in connection with this AGREEMENT. ORGANIZATION represents and warrants that its organization has fewer than 1,000 participants, and agrees to notify MADISON if there is a change in such status. This AGREEMENT shall be binding on the PARTIES, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the PARTIES unless the same be in writing signed by the duly authorized agent or agents who executed this AGREEMENT.

7. Allocation of Risk. Each PARTY shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this AGREEMENT. In situations involving joint liability, each PARTY shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either PARTY to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the PARTIES by law. This paragraph shall survive the termination or expiration of this agreement.
8. Non-Discrimination. In connection with the performance of work under this AGREEMENT, ORGANIZATION agrees not to discriminate against any person, including but not limited to any employee or applicant for employment, 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. 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.
9. Third Party Rights. This AGREEMENT is intended to be solely between the PARTIES, 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.
10. 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**

\_\_\_\_\_  
Justin Stuehrenberg  
Transit General Manager

\_\_\_\_\_  
Date

Approved as to form:

Approved:

\_\_\_\_\_  
Eric Finch                      Date  
Assistant City Attorney

\_\_\_\_\_  
David Schmiedicke                      Date  
Finance Director

**For ORGANIZATION:** \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Date

Title: \_\_\_\_\_