

TRANSPORTATION COORDINATING COMMITTEE (TCC)

MEETING NOTICE

THURSDAY, October 15, 2020

1:00 p.m.

Join Zoom Meeting

<https://zoom.us/j/94970642500?pwd=QWRuLzVQNGlxTXcvd2x0Q1BpOTdVZz09>

Meeting ID: 949 7064 2500

Passcode: 524696

Dial by your location

+1 312 626 6799 US (Chicago)

AGENDA

1. **Call to order/Roll call.**
2. **Introductions.**
3. **Review and approval of the minutes from the February 2020 Transportation Coordinating Committee.**
4. **Review and discussion of correspondence received.**
5. **Public Comment:** On matters relating to the charge of the committee (representing transportation service, needs and gaps in Portage County), but not agenda items, may be made at this time under authority of sec. 19.84 (2).
6. **Public Notice:** Members of the public who wish to address the Committee on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the Committee Chair as set forth in Robert's Rules of Order.
7. **Business/Issues: Discussion with possible action on the following:**
 - Approval of 5310 Mobility Management budget and grant application.
 - Approval of 5310 Volunteer Driver budget and grant application.
 - 85.21 – 2021 funding allocation.
 - Approval to charge agencies a per trip agency fare of \$12.50 vs. an unlimited monthly metro pass beginning 2021.
 - Approval to charge Inclusa for Volunteer Driver meals up to \$10.00 per meal beginning 2021.
 - Approval to charge an administrative fee of \$.11 to Portage County Health and Human Services Volunteer Driver rides.
 - Approval of the 2021 Accessible Van Service/SMV Contract.

- Discussion on options for Volunteer appreciation/recognition for CY2020, due to the cancellation of the Volunteer Appreciation banquet.
- Post and Community Resource Directory – Rose Williams

8. **Next meeting date and requested agenda items.**

9. **Adjourn.**

A quorum of the Portage County Board of Supervisors, the Transportation Commission, or the City of Stevens Point Common Council may attend this meeting.

Notice: Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the Transportation Department as soon as possible to ensure a reasonable accommodation can be made at (715) 341-4490, or by mail at 2700 Week Street, Stevens Point, WI 54482. Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for review during the normal business hours from 7:30 a.m. to 4:00 p.m.

PORTAGE COUNTY TRANSPORTATION COORDINATING COMMITTEE (TCC)

MEETING DATE:

THURSDAY, FEBRUARY 20, 2020

MINUTES

1. Call to order/Roll call.

The meeting was called to order at 1:03 p.m.

Committee Members Present: Rose Williams- Citizen member; Jeanne Dodge-County Board of Supervisors Health and Human Services Board; Kathy Sankey-Private Transportation Provider; Tanya Mazur-ODC-Human Service Agency; Cindy Piotrowski-Director of ADRC; Bob Gifford- County Board of Supervisors

Excused: Dave Ladick-Portage County Finance Committee; Karalyn Peterson- Chairperson; Robert Prosch-Citizen Member

Unexcused: Mackenzie Kinney-Citizen Member

Others Present: Susan Lemke-Transportation Superintendent; Marlene Pohl-Mobility Coordinator; Kristine Smith – Portage County Health Care Center

2. Introductions.

3. Review and approval of the minutes from the November 21, 2019 Portage County Transportation Coordinating Committee.

Bob Gifford moved to approve the minutes from the November 21, 2019 Portage County Transportation Coordinating Committee. Kathy Sankey seconded. Ayes all; Nays none; Motion carried.

4. Review and discussion of correspondence received.

None.

5. Public Comment: On matters relating to the charge of the committee (representing transportation service, needs and gaps in Portage County), but not agenda items, may be made at this time under authority of sec. 19.84 (2).

None.

6. Public Notice: Members of the public who wish to address the Committee on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the Committee Chair as set forth in Robert's Rules of Order.

None.

7. Business/Issues: Discussion with possible action on the following:

- **Renewable energy workshop. (Bob Gifford)**

Bob Gifford spoke with the Midwest Renewable Energy Association regarding renewable energy buses. Mr. Gifford expressed the importance of renewable energy buses and shared

information on a number of transit programs who are currently operating renewable energy buses within their fleets. He is in the process of gathering more statistics on the buses such as cost vs. fuel savings. He indicated he continues to support regional transit authorities (RTA) and hopes the legislation considers them for all of Wisconsin in the near future. He feels that the extra funding support through RTAs would provide funds to allow more transit systems in the state to afford renewable energy buses.

- **Service animals and support animal information/discussion.**

The Committee reviewed documents provided by MILC and the ADRC relating to service animals. The documents included laws pertaining to service animals, a definition of what a service animal is, and a number of frequently asked questions pertaining to service animals.

- **Stevens Point-Portage County Consolidated Transportation Service Agreement renewal.**

The TCC reviewed the final revised version of the "Stevens Point-Portage County Consolidated Transportation Service Agreement which is scheduled to commence on April 21, 2020 and shall remain in effect until December 31, 2021. Cindy Piotrowski noted that the County Corporate Counsel has reviewed and approved the document. She also noted the consolidated program began on January 1, 2018 and the ADRC has received zero complaints on the consolidated service. Superintendent Lemke noted the City Attorney also reviewed and approved the document. Bob Gifford moved to approve the Stevens Point-Portage County Consolidated Transportation Service Agreement scheduled to commence on April 21, 2020 and remain in effect until December 31, 2021. Rose Williams seconded. Ayes all; Nays none; Motion carried.

- **Mobility Coordinator 2019 report and viewing of the new Travel Training video.**

Marlene Pohl, the Mobility Coordinator for Central Transportation provided an overview of the Mobility Management component and a few highlights from 2019 as follows:

926 people were educated on the programs offered through Central Transportation, as well as other transportation opportunities available in Portage County through 51 group presentations.

726 face to face "formal training" units were accomplished. Approximately 62 people were fully trained through this process, which demonstrates that it takes approximately 11-12 sessions per person to complete one trainee.

In addition to face to face trainings, approximately 129 "informal trainings" occurred. These trainings may be phone conversations, emails, or quick sessions that may only require verbal instructions.

Travel Trainer, Meagan McGoldrick was welcomed in April.

A new Travel Trainer brochure was developed and circulated.

A Travel Training video was produced and is now available on the transportation website.

The Mobility Coordinator was asked to present at the very first Five County Youth Transition conference in Wisconsin Rapids.

The Mobility Coordinator participated in the Survival Coalition and WAMM Advocacy Days at the State Capitol.

A partnership has been formed with CAP Services to work on transportation barriers for low income workers. This project is ongoing and will hopefully result in a pilot project in the near future.

A partnership with the ADRC has allowed the Mobility team to be onsite at the ADRC on a regular basis to address transportation needs for seniors and individuals with disabilities.

- **Pre-paid fare structure for agencies, assisted living facilities, and MCO's.**

Superintendent Lemke stated that the pre-paid fare structure for private pay individuals which began April 1, 2019 has been successful. She indicated that for CY 2020 she would like to

expand the pre-paid system to include agencies, assisted living facilities, and Managed Care Organizations as well. Pre-payment for rides will reduce the amount of time and effort required by staff to collect on delinquent accounts. Jeanne Dodge made a motion to move forward with pre-paid accounts for agencies, assisted living facilities and Managed Care Organizations in CY2020. Rose Williams seconded. Ayes all; Nays none; Motion carried.

- **2019 Central Transportation program review.**

Central Transportation's consolidated service provided 234,081 rides in 2019. The combined total miles driven were 578,107, service hours provided were 33,202. The total cost for all services provided was \$2,615,665 (w/contra applied). Revenue and subsidies totaled \$536,288, State and Federal grants totaled \$1,562,815, In-kind match totaled \$151,150 and local levy match was \$365,412. (The totals reflect system totals as of 2/10/2020.)

8. Next meeting date and requested agenda items.

March 19, 2020 – 1:00 p.m.

9. Adjourn.

Bob Gifford moved to adjourn, seconded by Kathy Sankey. Ayes all; Nays none; Motion carried.

2021 Section 5310 Application - MOBILITY MANAGEMENT BUDGET

Instructions: Fill in all **gray** boxes; make no changes to self-calculating boxes.

APPLICANT:	City of Stevens Point / Central Transportation
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Line Item	Total Budget (Including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
EXPENSE:			
Salary/fringe (see staffing tab for instructions)	\$152,918.00		
Office space/rent			
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$1,350.00		Office supplies/equip. \$1000 - Phone - \$350
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$5,000.00		
Staff travel and mileage	\$2,800.00		Travel costs \$2000 - \$800 Support Vehicle Fuel
Other (specify below)	\$42,800.00	\$42,000.00	In-kind \$42,000 - \$350 Webinars- Dues/Subscriptions- \$450
TOTAL EXPENSE	\$204,868.00		

LOCAL MATCH:

In-Kind Match	\$42,000.00
Match	
TOTAL LOCAL MATCH	\$42,000.00

REVENUE:

TOTAL REVENUE	\$0.00
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NET COST:

TOTAL NET COST (Expense minus Revenue):	\$204,868.00
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TOTAL:

TOTAL REQUEST (Net Cost minus Local Match):	\$162,868.00
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REIMBURSEMENT PERCENTAGE :	79.50%
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Cannot be greater than 80% (Automatically calculates)

* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Webinars - \$350 - Dues/Subscriptions \$450 - In-kind \$42,000
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2021 Section 5310 Application - OPERATING ASSISTANCE

There are 2 pages in this section

Instructions: Fill in all grey boxes; make no changes to self-calculating boxes.

APPLICANT

Line Item	Total Budget (including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
EXPENSE:			
Salary/fringe (see staffing tab for instructions)	\$76,659.00		
Office space/rent			
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$150.00		
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$150.00		
Staff travel and mileage			
Purchased transportation service			
Volunteer driver reimbursements	\$127,000.00		
Transportation vouchers			
Vehicle Expenses (tires, parts, maintenance, fuel, insurance, etc.)			
Other (specify below)	\$119,175.00	\$116,025.00	
TOTAL EXPENSE	\$323,134.00		

LOCAL MATCH:

In-Kind Match		\$116,025.00
Cash Match - 85.21 funding	\$8,792.00	
TOTAL LOCAL MATCH	\$124,817.00	

REVENUE:

TOTAL REVENUE	\$73,500.00
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NET COST:

TOTAL NET COST (Expense minus Revenue):	\$249,634.00
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TOTAL:

TOTAL REQUEST (Net Cost minus Local Match):	\$124,817.00
REIMBURSEMENT PERCENTAGE:	50.00%

Cannot be greater than 50% (Automatically calculates)

* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Banquet- \$3050 - Vol. Training - \$100 - Vol. Driver Hours In-Kind - \$116025

APPENDIX A - 2021 ALLOCATION OF 85.21 AID

**Wisconsin 85.21 County Elderly and Disabled Transportation Assistance Program
2021 Allocation**

**Total Appropriation: \$15,977,800
Minimum County Allocation: \$79,889**

County	2021 Allocation	Local Match	Share of 85.21 Allocations	Share of WI Disabled & Elderly
Adams	\$93,718	\$18,744	0.59%	0.61%
Ashland	\$79,889	\$15,978	0.50%	0.33%
Barron	\$149,985	\$29,997	0.94%	0.98%
Bayfield	\$79,889	\$15,978	0.50%	0.40%
Brown	\$620,379	\$124,076	3.88%	4.06%
Buffalo	\$79,889	\$15,978	0.50%	0.27%
Burnett	\$79,889	\$15,978	0.50%	0.42%
Calumet	\$111,276	\$22,255	0.70%	0.73%
Chippewa	\$174,490	\$34,898	1.09%	1.14%
Clark	\$88,431	\$17,686	0.55%	0.58%
Columbia	\$152,913	\$30,583	0.96%	1.00%
Crawford	\$79,889	\$15,978	0.50%	0.36%
Dane	\$1,096,724	\$219,345	6.86%	7.17%
Dodge	\$228,777	\$45,755	1.43%	1.50%
Door	\$111,205	\$22,241	0.70%	0.73%
Douglas	\$131,431	\$26,286	0.82%	0.86%
Dunn	\$118,568	\$23,714	0.74%	0.78%
Eau Claire	\$270,153	\$54,031	1.69%	1.77%
Florence	\$79,889	\$15,978	0.50%	0.12%
Fond du Lac	\$273,496	\$54,699	1.71%	1.79%
Forest	\$79,889	\$15,978	0.50%	0.21%
Grant	\$129,819	\$25,964	0.81%	0.85%
Green	\$104,708	\$20,942	0.66%	0.69%
Green Lake	\$79,889	\$15,978	0.50%	0.39%
Iowa	\$79,889	\$15,978	0.50%	0.44%
Iron	\$79,889	\$15,978	0.50%	0.16%
Jackson	\$79,889	\$15,978	0.50%	0.39%
Jefferson	\$222,837	\$44,567	1.39%	1.46%
Juneau	\$89,035	\$17,807	0.56%	0.58%
Kenosha	\$410,855	\$82,171	2.57%	2.69%
Kewaunee	\$79,889	\$15,978	0.50%	0.39%
La Crosse	\$294,374	\$58,875	1.84%	1.93%

Lafayette	\$79,889	\$15,978	0.50%	0.31%
Langlade	\$79,889	\$15,978	0.50%	0.48%
Lincoln	\$88,277	\$17,655	0.55%	0.58%
Manitowoc	\$239,732	\$47,946	1.50%	1.57%
Marathon	\$361,951	\$72,390	2.27%	2.37%
Marinette	\$151,289	\$30,258	0.95%	0.99%
Marquette	\$79,889	\$15,978	0.50%	0.38%
Menominee	\$79,889	\$15,978	0.50%	0.08%
Milwaukee	\$2,331,316	\$466,263	14.59%	15.25%
Monroe	\$130,886	\$26,177	0.82%	0.86%
Oconto	\$119,457	\$23,891	0.75%	0.78%
Oneida	\$128,906	\$25,781	0.81%	0.84%
Outagamie	\$432,289	\$86,458	2.71%	2.83%
Ozaukee	\$232,926	\$46,585	1.46%	1.52%
Pepin	\$79,889	\$15,978	0.50%	0.15%
Pierce	\$95,852	\$19,170	0.60%	0.63%
Polk	\$135,343	\$27,069	0.85%	0.89%
* Portage	\$181,948	\$36,390	1.14%	1.19%
Price	\$79,889	\$15,978	0.50%	0.33%
Racine	\$526,459	\$105,292	3.29%	3.44%
Richland	\$79,889	\$15,978	0.50%	0.37%
Rock	\$463,126	\$92,625	2.90%	3.03%
Rusk	\$79,889	\$15,978	0.50%	0.35%
Sauk	\$180,027	\$36,005	1.13%	1.18%
Sawyer	\$79,889	\$15,978	0.50%	0.40%
Shawano	\$126,523	\$25,305	0.79%	0.83%
Sheboygan	\$302,827	\$60,565	1.90%	1.98%
St. Croix	\$182,066	\$36,413	1.14%	1.19%
Taylor	\$79,889	\$15,978	0.50%	0.38%
Trempealeau	\$79,889	\$15,978	0.50%	0.50%
Vernon	\$86,166	\$17,233	0.54%	0.56%
Vilas	\$96,469	\$19,294	0.60%	0.63%
Walworth	\$286,549	\$57,310	1.79%	1.87%
Washburn	\$79,889	\$15,978	0.50%	0.40%
Washington	\$351,826	\$70,365	2.20%	2.30%
Waukesha	\$1,037,719	\$207,544	6.49%	6.79%
Waupaca	\$156,588	\$31,318	0.98%	1.02%
Waushara	\$86,842	\$17,368	0.54%	0.57%
Winnebago	\$441,016	\$88,203	2.76%	2.89%
Wood	\$232,915	\$46,583	1.46%	1.52%

Accessible Van Service/SMV Contract Between The City of Stevens Point/Central Transportation And Courtesy Carriers

This agreement and contract is made and entered into on this 15th day of October, 2020 by the City of Stevens Point (hereinafter referred to as the Purchaser) and Courtesy Carriers (hereinafter referred to as the Provider). The terms of this contract shall be in effect for a period of 12 months beginning January 1, 2021 and ending December 31, 2021.

A. SERVICE CONTRACT REQUIREMENTS

SERVICES TO BE PROVIDED:

The service provided shall be referred to as the Accessible Van Service.

The Provider shall make available Accessible Van Service upon written or verbal request from the Purchaser authorizing such service. Purchaser shall provide authorization via secure transmission the day prior to the date of requested service. Same-day telephone authorization may be acceptable under unusual circumstances provided that it does not interfere with Provider's general taxi services. Purchaser agrees to keep such verbal authorizations to a minimum. Provider will notify the Purchaser of any no-show riders within 24 hours of the scheduled pick-up time.

Hours of available service shall be the same as the regular business hours of the Provider. The usual hours for service requests will be 8:00 A.M. to 5:00 P.M. Monday through Friday.

Purchaser retains sole authority in determining individual eligibility for Accessible Van Service and limitations on trip purposes. Purchaser assumes the responsibility of orienting passengers to necessary procedures of the Accessible Van Service. Purchaser will schedule pick up times 30 minutes prior to the passenger's appointment to ensure the passenger arrives at their scheduled appointment on time. The passenger will call Courtesy Carriers directly for return trip.

Provider assures that all vehicles used in the operation of the Accessible Van Service are clean and in such mechanical condition as to assure the safe transport of passengers.

DRIVER REQUIREMENTS:

Provider assures that only properly trained and licensed individuals will operate the vehicles used for the Accessible Van Service. Provider must assure that vehicle drivers will receive proper orientation to necessary procedures of this service such as record keeping and courteous assistance to passengers.

- Drivers of this Service must be employees of the provider.
- The provider will be responsible for their hiring and training.
- The purchaser reserves the right to accept or reject individuals as drivers for this service at any time.
- The provider will be required to maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract.
- The purchaser and the Wisconsin Department of Transportation shall have access to the provider's personnel records upon reasonable notice to the provider service.
- Provider shall conduct caregiver and criminal background checks at their own expense of all employees assigned to do work for the Purchaser under this contract.

- Provider agrees to maintain a policy and procedure that clearly requires employees to notify employer of criminal arrests and convictions, and policy on conducting new background checks at least every four years or earlier, if Provider has reason to suspect a check is necessary.
- Provider must have a drug and alcohol testing program in place which complies with FTA requirements.

PASSENGER ASSISTANCE:

Assistance to passengers shall include, but not be limited to:

- Assistance to and from the vehicle and loading/unloading of parcels,
- Adaptive equipment including but not limited to walkers, canes, oxygen tanks or wheelchairs.
- Entering and exiting vehicle.

Purchaser agrees to provide specific instructions on authorization slips in regard to passengers who need special mobility assistance if disclosed.

REFUSAL OF TRANSPORTATION:

Provider retains the right to refuse transportation to any individual who, in the opinion of the Provider based upon visual observation or known facts, feels the person cannot be transported safely and would require an alternate form of transportation.

- Refusal of transportation for any reason will be communicated to the Purchaser.

RECORD KEEPING REQUIREMENTS:

The Provider agrees to maintain all records as requested by the Purchaser and to submit these records monthly as documentation of service provision. This includes rider's name, destinations, copayments collected and cost per trip. Purchaser reserves the right to review these records upon request. All records of the Accessible Van Service are auditable with by state and federal funding sources of the Purchaser, Wisconsin Dept. of Transportation or the City of Stevens Point personnel.

INCIDENT REPORT NOTIFICATION:

The Provider agrees to notify the Purchaser within 24 hours when a rider is involved in a "Critical Incident". This includes any substantiated event, incident of action or inaction resulting in:

- Falls, with or without injury.
- Missing person, even if located without injury or without needing to ask Police for help.
- Any health related incident requiring law enforcement, fire department, or other emergency response system.
- Hospitalization or ER/Urgent Care or unscheduled doctor visit.
- Substantial harm to the health, safety, and well-being of the rider, including death, serious illness or accident requiring immediate care or treatment by a health care professional.
- Self-harm or harm to others.
- Property damage.
- Any incident requiring an abuse/neglect/exploitation investigation.

TRANSPORTATION STANDARDS (WAITING TIME):

Pick-up Wait Time. The average waiting time for a scheduled pickup going to an appointment should not exceed fifteen (15) minutes. Actual waiting time shall not exceed thirty (30) minutes. Under no circumstances shall a client arrive more than thirty (30) minutes prior to appointments unless this is done at the Purchaser's request.

Return Trip Wait Time. The average waiting time for a scheduled return trip, after an appointment, shall not exceed thirty (30) minutes.

Same Day. Same day trips are not held to the standards listed above. Clients requesting same day services shall be directly notified by the Provider of the possibility of significantly longer wait times. Same day trips, being immediate in nature, may result in the availability of fewer resources.

Multi-Passenger. In multiple-passenger situations, Clients should not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transport from the point of pick-up to the destination.

Exceptions. Exceptions to the above times may be made for trips with pick-up or destinations outside the coverage area. These exceptions shall be documented in the client's file. Exceptions may also be made due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the Provider. These shall be approved by the Transit Manager or Mobility Coordinator.

Scheduled Trips

Scheduled trips will automatically be considered as round trip unless stated otherwise.

COST OF SERVICE:

Purchaser agrees to pay the Provider at the following rates per trip:

\$25.50 initial pick-up charge which includes the first 5 miles. An additional fee of \$1.75 per mile will be paid for each additional mile after the first 5 miles.

The Purchaser will contact the Provider for a quote when a trip request is received.

The Provider agrees to collect and report co-payment fees or vouchers paid by passengers directly to the driver to offset transportation expenses. Fees are to be collected by the driver through the routine pouch system.

Co-payment fees are as follows:

\$20.50 per ride for rides provided within the boundaries of the City of Stevens Point.

One half of the total fare for rides provided outside of the City of Stevens Point boundaries.

Fees paid to the Provider but not spent on allowable expenses during contract term must be refunded to Central Transportation.

Provider agrees to orient and monitor drivers' interaction with passengers in regard to passenger fees, ride vouchers and any authorized waiver of fees.

All consumer information including but not limited to fees and waivers are to be confidential; i.e. no one has the right to know the amount which any specific passenger pays for a ride except as reported to the Purchaser on the authorization slip. Ride information must be able to be shared through secure transmission.

Provider will incur all expenses having to do with vehicle operations and maintenance.

Purchaser will incur all expenses having to do with program operations, such as printing of necessary materials, provision of necessary report forms, and publicity costs.

In the event that your services are requested and used during a county, state, or federal declared emergency, whatever services you provide will be billed according to the terms of this contract.

PAYMENT FOR SERVICE:

- A. The Provider shall bill the Purchaser by the 15th day of each month for services provided during the prior month.
- B. Purchaser shall make payment to the Provider within 30 days of receipt of the bill.
- C. There is no minimum or maximum level of service or payment stated or implied in this contract.

B. GENERAL TERMS AND CONDITIONS

INSURANCE REQUIREMENTS:

The Provider agrees to carry all necessary insurance for the operation of the Accessible Van Service to include, but not be limited to: Liability insurance for both property damage and bodily injury:

- The Provider shall carry commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 per year.
- The Provider shall carry automobile liability insurance covering all owned and/or hired autos with minimum limits of \$1,000,000 per accident.
- The provider must also maintain and keep in full force and affect Worker's Compensation Insurance in the amounts and form required by the laws of the State of Wisconsin.

The commercial general liability insurance policy shall name the City of Stevens Point/Central Transportation as additional insured. The Provider shall submit the verified Certificate of Insurance to the County prior to award of agreement.

INDEMNIFICATION:

Provider shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City of Stevens Point and Central Transportation from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Provider; or by, and the Provider specifically shall be responsible for all losses, damages, and claims of the City of Stevens Point of its officers, employees and agents, including all expenses and attorney's fees, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Stevens Point/Central Transportation.

Provider shall not assign this contract or any parts thereof, nor sublet the contract or any part thereof, without the prior written permission of the Purchaser and all parties providing service under this contract must comply with the requirements and provisions of this contract.

FAIR EMPLOYMENT:

Provider warrants that it does not discriminate either its employment practices or in its business on the basis of age, race, religion, color, handicap, sex, or disability. The Provider warrants that it fully complies with the requirements of the Americans with Disabilities Act of 1990.

COMPLIANCE WITH LAWS:

Provider and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work. The

provider will be required to comply with all the rules and regulations of the U. S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Part 655. The Provider shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances, or regulations are mentioned in this contract, and shall indemnify the Purchaser, its officer, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

CERTIFICATION REGARDING LOBBYING:

The Provider certifies to the best of his or her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the awarding of federal contract, the making of any federal grant, the agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The Provider shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

REVISIONS AND OR TERMINATION:

This document contains the entire agreement between the parties. Statements, promises, or inducements made by any party or agent of any party that are not contained within this document shall be valid and binding. This document may not be enlarged, modified, or altered except in writing signed by all the parties and endorsed on awarded agreement.

Failure to comply with any part of awarded contract shall be considered due cause for termination of contract.

The signature of the Provider or authorized representative indicates agreement to comply with all terms and conditions expressed herein, further that the Provider/Owner/Representative has read and understood the entire agreement, and will be bound to all terms therein; and that Provider or his Representative’s signature party has full and actual authority to enter into an agreement.

Awarded contract can be terminated by either party with a 30 day written notice.

Awarded contract may be re-opened and/or amended by either party if purchaser increases the scope or volume of service significantly.

LICENSES AND PERMITS:

Providers shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits before award of contract, if required.

Both parties understand that the Purchaser is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Provider acknowledges that it is obligated to assist the Purchaser in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of Agreement, and that the Provider must defend and hold the Purchaser harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the awarded Agreement.

APPLICATION OF TERMS OF CONDITIONS:

All terms, conditions, and scope of services included in the document apply to any subsequent award.

Authorized Representative
City of Stevens Point

Susan Lemke – Transportation Superintendent

Date

Authorized Representative
Courtesy Carriers

Owner Operator Courtesy Carriers
Kathleen Sankey

Date