

**UNIVERSITY OF WISCONSIN AT LA CROSSE /
LA CROSSE MUNICIPAL TRANSIT UTILITY
TRANSPORTATION AGREEMENT
Fall 2017, Spring/Summer 2018**

THIS AGREEMENT, made this ____ day of _____, 2017, is by and between LA CROSSE MUNICIPAL TRANSIT UTILITY hereinafter referred to as the "MTU", and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM hereinafter referred to as the "UNIVERSITY".

WHEREAS, the MTU is a Municipal Transit Utility, with a principal mailing address of 2000 Marco Drive, La Crosse, Wisconsin 54601-5200; and the UNIVERSITY is a member of the University of Wisconsin System, with a principal mailing address of 1725 State Street, La Crosse, Wisconsin 54601; and

WHEREAS, the MTU provides regular service over established routes during published hours and at published frequencies; and

WHEREAS, such MTU bus service provides a satisfactory means of transporting University students and staff to and from their places of residence and the UNIVERSITY campus; and

WHEREAS, the use of MTU bus service by UNIVERSITY students and staff is advantageous to the University in terms of minimizing the need for the UNIVERSITY to construct costly parking facilities; and

WHEREAS, University of Wisconsin at La Crosse (UWL) students' participation in the U-PASS Program is contingent upon the annual approval of segregated fees required to

pay for it (UNIVERSITY governance requires that segregated fees be reviewed and approved annually in February by the Student Senate, Chancellor and the UW-System Board of Regents);

NOW, THEREFORE, be it resolved that the UNIVERSITY wishes to encourage the use of MTU bus service by UNIVERSITY students and staff. In exchange for the mutual covenants of the Agreement, it is understood by and between the parties hereinafter as follows:

1. Unlimited Access Privileges

- 1.1 The UNIVERSITY agrees to establish appropriate procedures to assure that one and only one UWL Identification Card is distributed to each student enrolled at the University and only one UWL Faculty/Staff Flash Pass is sold to participating faculty and staff. If validation becomes an issue, the MTU and the UNIVERSITY will mutually agree to an alternative to the Identification Card.
- 1.2 The UWL Identification Card and the UWL Faculty/Staff Flash Pass shall be valid for transportation seven days a week, during all scheduled hours, on all MTU bus routes. The UWL Identification Card and the UWL Faculty/Staff Flash Pass, shall be accepted as proof of pre-paid bus fare when presented by the student and staff to whom the card was issued. No identification shall be required to ride on the College Town "Safe Ride" Bus.
- 1.3 UNIVERSITY students and staff with disabilities determined unable to utilize the MTU fixed-route buses will have comparable access to paratransit services, called MTU Mobility Plus. Eligibility for this service shall be based upon the criteria established by the American's with Disabilities Act of 1990. Students and staff presenting a valid MTU Mobility Plus card in addition to their UWL Identification Card or UWL Faculty/Staff Flash Pass shall not be charged a fare.

- 1.4 The UWL Identification Card and the UWL Faculty/Staff Flash Pass are not transferable and not for resale, and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued. If an identification card is forfeited, it will be returned immediately to the University. Any person violating these terms or conditions may be subject to disciplinary action or prosecution by the City of La Crosse and/or the UNIVERSITY.

2. Services

- 2.1 The MTU shall provide its established and regularly publicized bus service and any additional bus service it may activate.
- 2.2 The MTU shall also operate additional, student-oriented bus service during the following periods:
- a. Fall Semester 2017: College Town "Safe Ride" Bus and additional Route 5 service shown on Exhibit A.
 - b. Spring Semester 2018: College Town "Safe Ride" Bus and additional Route 5 service shown in Exhibit A.
 - c. New Years Eve Service shown in Exhibit A.
 - d. No additional, student-oriented bus service shall be provided during the Summer school session or the January, "J-Term" school session.

3. Term of Agreement

- 3.1 The term of this Agreement, at the fee amounts stated in Section 4, shall be August 30th 2017, through August 30th, 2018, with the understanding that MTU may provide the service in successive years subject to mutually agreeable re-negotiation of a contract each year.

4. Compensation

4.1 For all of the MTU U-PASS services provided herein, the UNIVERSITY shall pay MTU an amount as detailed in Exhibit B – Budget Exhibit shown as the UWL Share.

4.2 The UNIVERSITY shall pay to MTU the UWL Share as calculated in Exhibit B – Budget according to the following payment schedule:

a. Fall 2017 Semester:

1/3 UW-L Share	October 1, 2017	\$29,236.00
1/3 UW-L Share	November 15, 2017	\$29,236.00
1/3 UW-L Share	December 15, 2017	\$29,237.00

b. Spring 2018 Semester:

1/3 UW-L Share	March 1, 2018	\$30,496.00
1/3 UW-L Share	April 15, 2018	\$30,497.00
1/3 UW-L Share	May 15, 2018	\$30,497.00

4.3 The MTU agrees to credit an amount on each of the above payments for contributions received from Viterbo University for a portion of the service improvements included in this agreement.

4.4 In addition to the amount detailed in Exhibit B, as noted in Section 4.1 and 4.2, the UNIVERSITY shall pay MTU for all U-Pass privileges sold to faculty/staff at a rate of \$75 per year per staff member. These payments will follow the schedule specified in Section 4.2. The University will provide the approved annual Faculty/Staff Flash Passes that will be sold to participating UWL employees.

4.5 Supplemental bus service (outside of the service that MTU is obligated to provide under Section 2 of this Agreement) requested by the UNIVERSITY, if the MTU

determines that it is capable of providing the service requested, will be provided at \$75.00 per hour, with a two hour minimum purchase of service. Any supplemental bus service provided by MTU must be directly related to the service identified in Section 2 of this Agreement and shall not be provided if there exist private service operators willing and able to provide the service in accordance with the provisions of 49 CFR Part 604.

- 4.6 Should the fee and/or expenditure authority not be approved by the UNIVERSITY, the contract shall lapse without further obligations of either party. If the UNIVERSITY desires to continue this program for the subsequent Fall and Spring semesters, the MTU must receive written notification to include expected levels of service by April 15, 2018.

5. Records

- 5.1 The MTU will keep ridership records of U-PASS usage. The MTU will provide quarterly ridership reports to the UNIVERSITY. The University and the MTU will work cooperatively to obtain and share any other information deemed necessary by either or both parties.
- 5.2 The University shall submit University U-Pass records, procedures and other relevant information as it may from time to time be requested by the MTU. Any such requests shall be complied with in accordance with the State of Wisconsin Open Record's law.

6. Administration

- 6.1 In providing and furnishing any of the aforementioned bus services, the UNIVERSITY shall not have, and shall not exercise any control over the MTU's operation in connection with providing bus service, and the UNIVERSITY shall

not have and shall not exercise any control or supervision whatsoever over the drivers of the buses used in said service who shall be employed by the MTU, shall constitute the MTU's employees only, shall not constitute agents or employees of the UNIVERSITY, and shall be subject solely to the MTU supervision and control.

6.2 The administration, management, marketing and promotion of the U-PASS program are the mutual responsibility of the MTU and the UNIVERSITY. In all these aforementioned areas it is acknowledged that there will be administrative and management costs to both parties. The MTU will work cooperatively with the UNIVERSITY to develop a marketing plan to market the U-PASS program. It is understood that the UNIVERSITY will be responsible for marketing the program to students and staff except that the Transit Manager will approve all U-Pass marketing materials that contain, or reference, the MTU trademark images or properties.

6.3 The MTU and the UNIVERSITY agree to cooperatively establish administrative policies and procedures that will effectively safeguard the interest of both parties.

7. Interruption of Service / Non-Performance

7.1 The MTU shall not be in default of any provisions of this Agreement for failure to perform where such failure is due solely to strikes, walk-outs, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, significant United States or State of Wisconsin Departments of Transportation funding reductions, acts of God, or for any other cause or causes beyond the control of the MTU.

8. Termination

- 8.1 Failure to make payment, as outlined in Section 4 above, shall result in termination of this Agreement, at MTU's sole and exclusive option. Termination of this Agreement for failure to make payment means that the UNIVERSITY's Identification Cards shall not be honored by MTU on its buses. Should MTU exercise its termination option under the terms and conditions of this paragraph, MTU shall have the right to make legal claim for those monies outstanding, plus actual attorney's fees and costs. Should it be necessary for MTU to exercise its termination option under the terms and conditions of this paragraph, MTU shall not be liable to the UNIVERSITY for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the UNIVERSITY then subsequently provides payment as required, the MTU may require 30 calendar days to reinstate the terms of this Agreement.
- 8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the MTU makes or notifies the UNIVERSITY of what the UNIVERSITY considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should the MTU or UNIVERSITY be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the MTU or the UNIVERSITY may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

9. Amendment / Severability

9.1 This Agreement and Exhibits contain all terms, provisions, and conditions of this Agreement. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of the MTU and the UNIVERSITY. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

10. Notice

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, to that person and place indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

11. Exhibits

11.1 All exhibits given reference to in this Agreement and all attachments of mutually agreed upon modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Service
Exhibit B	Budget
Exhibit C	College Town "Safe Ride" Route Map
Exhibit D	Standard Terms and Conditions of the State of Wisconsin

12. Miscellaneous

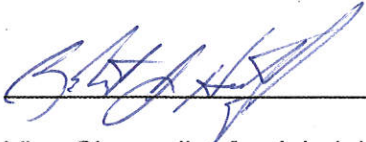
- 12.1 The MTU shall defend, indemnify and hold harmless the State of Wisconsin, the University and the University's agents, officers, and employees against all loss, damages, legal expenses and other expenses which the University may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property resulting from the negligence of the MTU pursuant to this agreement. Nothing in this agreement shall be construed as the MTU and/or City of La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law.
- 12.2 This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives the day and year aforesaid.

ATTEST: LA CROSSE MUNICIPAL TRANSIT UTILITY

_____ By: _____
President, La Crosse Municipal Transit Utility Date

ATTEST: UNIVERSITY OF WISCONSIN AT LA CROSSE

_____ By:  _____
Vice Chancellor for Administration and Finance Date 04/24/17

ATTEST: UW-LA CROSSE STUDENT ASSOCIATION

_____ By:  _____
President, UW-La Crosse Student Association Date 4/26/17

EXHIBIT A - SERVICE CONTINUED

Reductions to the Safe Ride Service, all SR Service starts at 10:30PM.

FALL 2017

College Town "Safe Ride" Shuttle	Start	End	Hours	Days	Total Hours Fall 2017	Cost summary
Thursday:	10:30 PM	3:00 AM	9	14	126	\$10,554
15 Minute service between UW-L Campus & Downtown La Crosse		Report Time:	1	14	14	\$1,173
Friday:	10:30 PM	3:00 AM	12.5	14	175	\$14,659
15/8 Minute service between UW-L Campus & Downtown La Crosse		Report Time:	1.5	14	21	\$1,759
Saturday:	10:30 PM	3:00 AM	13	15	195	\$16,334
15/8 Minute service between UW-L Campus & Downtown La Crosse		Report Time:	1.5	15	22.5	\$1,885
					0	\$0
Additional THUR/FRI service worker hours:	MIDNIGHT	3:30 AM	3.5	28	98	\$3,474
Additional SAT service worker hours:	10:00 PM	3:30 AM	5.5	15	82.5	\$2,924
New Years Eve Service	10:30 PM	4:00 AM	11	1	11	\$921
This service included in cost sharing.		Report Time:	1	1	1	\$84
Additional service worker hours - Dispatch	10:00 PM	4:30 AM	6.5	1	6.5	\$230
Total Safe Ride Service:			66	44	752.5	\$53,996
48% UW-L Share:						\$25,918
52% State & Federal Share:						\$28,078

SPRING 2018

Ends May 12th, 2018 (Day before Commencement)

College Town "Safe Ride" Shuttle	Start	End	Hours	Days	Total Hours Spring 2018	Cost summary
Thursday:	10:30 PM	3:00 AM	9	15	135	\$11,534
15 Minute service between UW-L Campus & Downtown La Crosse		Report Time:	1	15	15	\$1,282
Friday:	10:30 PM	3:00 AM	12.5	15	187.5	\$16,019
15/8 Minute service between UW-L Campus & Downtown La Crosse		Report Time:	1.5	15	22.5	\$1,922
Saturday:	10:30 PM	3:00 AM	13	15	195	\$16,660
15/8 Minute service between UW-L Campus & Downtown La Crosse (Saturday before Easter Eliminated)		Report Time:	1.5	15	22.5	\$1,922
Additional THUR/FRI service worker hours:	MIDNIGHT	3:30 AM	3.5	30	105	\$3,796
Additional SAT service worker hours:	10:00 PM	3:30 AM	5.5	15	82.5	\$2,982
Total Safe Ride Service:			47.5	45	765	\$56,117
48% UW-L Share:						\$26,936
52% State & Federal Share :						\$29,181

EXHIBIT B - BUDGET Safe Ride and Rt 5 Valley View Mall Service Changes Only

U-Pass Budget Worksheet
For the Period September 2017 - August 2018

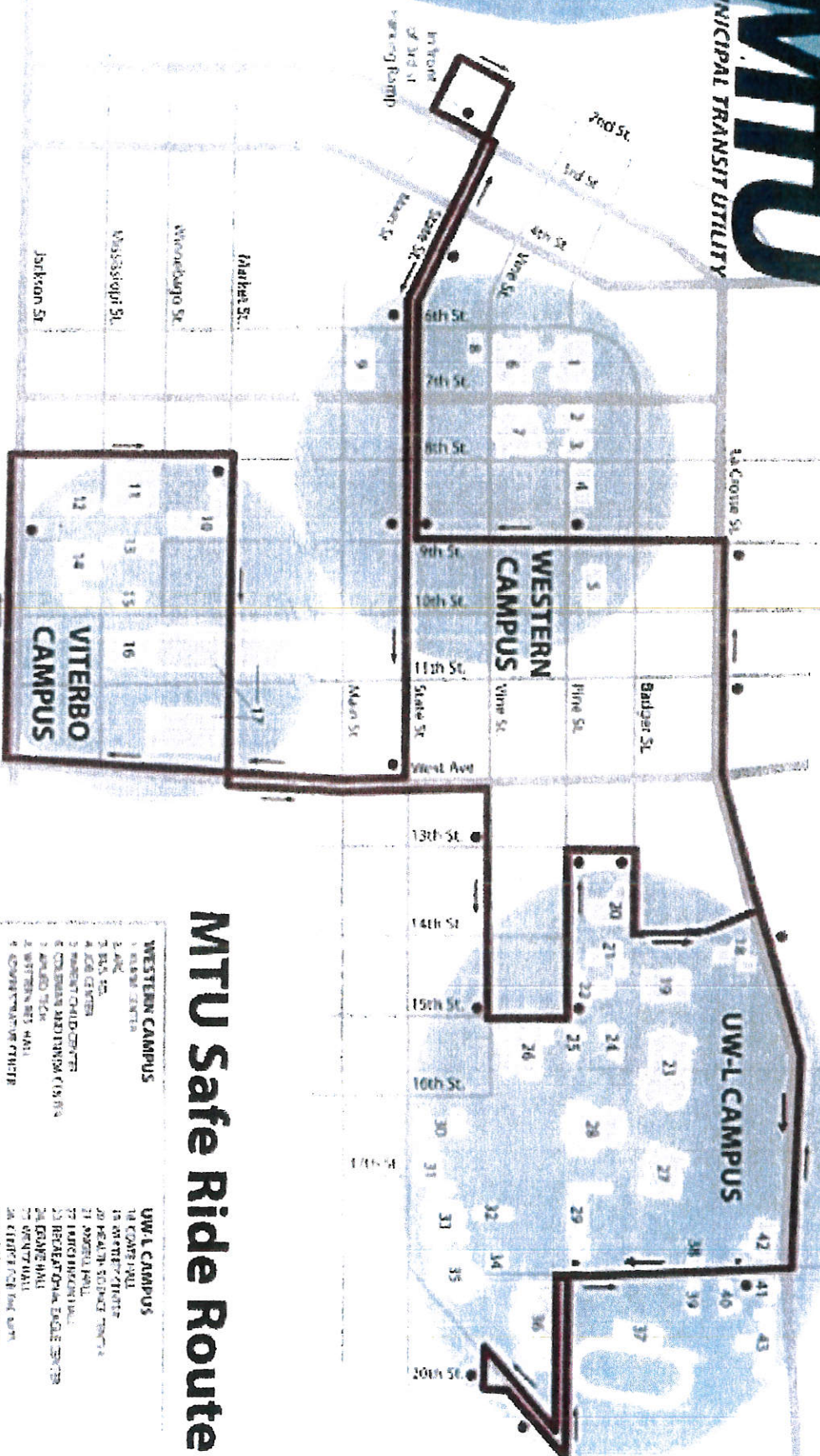
* Includes unlimited bus service access.

* Includes the following service:

1. College Town "Safe Ride" Shuttle ((Thur, Fri, Sat, late night service) Reduced to start at 10:30PM all nights of Safe Ride Service)
2. Route 5 Valley View Mall Service Improvements 30 Minute Service, beginning at 2:10PM on Sunday (2 Hour reduction)
3. Includes New Years Eve Service, 10:30PM Start
4. Circulator Service Addition may increase the Unlimited Access Fee

SERVICE:	FALL 2017 Sept - Dec	SPRING 2018 Jan - Aug	YEAR 2017/2018 Sept - Aug	CURRENT YEAR 2016/2017 Sept - Aug	% CHANGE
1. Cost of "Safe Ride" Service:	\$53,996	\$56,117	\$110,113	\$120,594	-8.69%
2. Cost of Rt. 5 Service Improvements:	\$36,856	\$38,019	\$74,875	\$77,062	-2.84%
Total Cost of Service:	\$90,852	\$94,136	\$184,988	\$197,656	-6.41%
Unlimited Access Fee: (Pre Paid Farebox Revenue)	\$44,100	\$46,305	\$90,405	\$90,405	0.00%
SUBTOTAL MTU SERVICE & ACCESS FEE:	\$134,952	\$140,441	\$275,393	\$288,061	-4.40%
COST SHARING:					
MTU (State & Federal) Share :	\$47,243	\$48,951	\$96,194	\$102,781	-6.41%
UW-L Share (Paid to MTU):	\$87,709	\$91,490	\$179,199	\$185,280	-3.28%
Misc.					
# of additional hours of service:	1,193	1,210	2,403	2,658	-9.61%
Number of additional buses needed at peak:	4	4	4		
Number of drivers needed at peak:	4	4	4		
Estimated Number of students	8,945	8,945	17,890		
Cost Per Student Per Semester	\$9.81	\$10.23	\$10.02		

EXHIBIT C



MTU Safe Ride Route

Thursday 10:30pm – 3am
Friday 10:30pm – 3am
Saturday 10:30pm – 3am
New Years Eve 10:30pm – 4am

More frequently
after 11 pm
on Fri and
Sat nights

Every 15 minutes.
Every 15 minutes.
Every 15 minutes.
Every 15 minutes.

For more information, call 789-7350 or check out the MTU website: www.cityoflacrosse.org

STATE OF WISCONSIN
STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval.

Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.