

**WESTERN TECHNICAL COLLEGE /
LA CROSSE MUNICIPAL TRANSIT UTILITY
TRANSPORTATION AGREEMENT**

Fall 2018, Spring 2019

THIS AGREEMENT, made this 30th day of August, 2018, is by and between LA CROSSE MUNICIPAL TRANSIT UTILITY hereinafter referred to as the "MTU", and the WESTERN TECHNICAL COLLEGE hereinafter referred to as "WTC".

WHEREAS, the MTU is a Municipal Transit Utility, with a principal mailing address of 2000 Marco Drive, La Crosse, Wisconsin 54601-5200; and WTC, with a principal mailing address of 400 Seventh Street North, 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 WTC students and faculty to and from their places of residence and the WTC campus; and

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

WHEREAS,

NOW, THEREFORE, be it resolved that WTC wishes to encourage the use of MTU bus service by WTC 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 WTC agrees to establish appropriate procedures to assure that one and only one WTC Identification Card is distributed to each student/faculty enrolled/employed at WTC. If validation becomes an issue, the MTU and WTC will mutually agree to an alternative to the Identification Card.
- 1.2 The WTC Identification Card shall be valid for transportation seven days a week, during all scheduled hours, on all MTU bus routes. The WTC Identification Card shall be accepted as proof of pre-paid bus fare when presented by the student or faculty to whom the card was issued. No identification shall be required to ride the College Town "Safe Ride" bus.
- 1.3 WTC students 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 presenting a valid MTU Mobility Plus card in addition to their WTC Identification Card shall not be charged a fare.
- 1.4 The WTC Identification Card is 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 a person's identification card is forfeited, it will be returned immediately to WTC. Any person violating these terms or conditions may be subject to disciplinary action or prosecution by the City of La Crosse and/or WTC.

2. Services

- 2.1 The MTU shall provide its established and regularly publicized bus service and any additional bus service it may activate.

3. Term of Agreement

- 3.1.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2018, through June 30, 2019, with the understanding that MTU may provide the service in successive years subject to mutually agreeable re-negotiation of an agreement each year.

4. Compensation

- 4.1 For all of the MTU U-PASS services provided herein, WTC shall pay MTU a total amount and at the scheduled time periods as illustrated. The City shall invoice for each time period.

<u>Year</u>	<u>Total Amount</u>	<u>Payment Due Date</u>
2018(Fall)	\$23,440.00	September 15, 2018
2019 (Spring)	\$23,440.00	February 15, 2019

- 4.3 Supplemental bus service (outside of the service that MTU is obligated to provide under Section 2 of this Agreement) requested by WTC, if the MTU determines that it is capable of providing the service requested, will be provided at \$90.00 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.
- 4.4 Should the fee and/or expenditure authority not be approved by the WTC, the Agreement shall lapse without further obligations of either party. If the WTC 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 May 15, 2019.

5. Records

- 5.1 The MTU will keep ridership records of UPASS usage. The MTU will provide quarterly ridership reports to WTC. WTC and the MTU will work cooperatively to obtain and share any other information deemed necessary by either or both parties.
- 5.2 WTC shall submit WTC 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, WTC shall not have, and shall not exercise any control over the MTU's operation in connection with providing bus service, and WTC 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 WTC, and shall be subject solely to the MTU supervision and control.
- 6.2 The administration, management, marketing and promotion of the UPASS program are the mutual responsibility of the MTU and WTC. 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 WTC to develop a marketing plan to market the UPASS program. It is understood that WTC 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 WTC 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. In the event that service is substantially disrupted by strikes and/or walkouts for a period in excess of one (1) day (24 hours) during the period in which service is valid, the set fee (in Section 4 above) owed by WTC shall be reduced by the prorated daily amount of the value for the semester back to the first day of service disruption. If the entire fee has been paid by WTC, the MTU agrees to refund such prorated amount.

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 WTC'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 WTC 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 WTC 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 WTC of what WTC 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 WTC be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the MTU or WTC 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 WTC. 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.

12. **Miscellaneous**

- 12.1 The MTU shall indemnify and hold harmless the State of Wisconsin, WTC and WTC's agents, officers, and employees against all loss, damages, legal expenses and other expenses which WTC 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 Agreement shall be governed under the laws of the State of Wisconsin. The parties 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 Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any Agreement 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.

12.3 Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

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 MTU Date

ATTEST: WESTERN TECHNICAL COLLEGE

By: 
Roger Stanford, President Date 9/15/18