

**2019 AGREEMENT BETWEEN THE CITY OF LA CROSSE  
AND THE TOWN OF CAMPBELL  
PERTAINING TO PUBLIC TRANSPORTATION**

**THIS AGREEMENT is made by and between the City of La Crosse, Wisconsin (City) acting through the La Crosse Municipal Transit Utility, hereinafter referred to as "MTU", the Town of Campbell, a Wisconsin body politic (Town).**

**WITNESSETH**

**WHEREAS, the Town of Campbell, and the City of La Crosse are willing to pay the local matching funds for transit service under this agreement, and**

**WHEREAS, City currently owns and operates a transit system, and**

**WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is provided by the City of La Crosse, through the MTU, to the Town of Campbell.**

**NOW, THEREFORE, the parties hereto agree as follows:**

- 1. The MTU shall provide route deviation bus service in conformance with this agreement to the Town. Routes, schedules, fare structure, and other policy issues will be as determined by the City of La Crosse and the MTU with input from the Town of Campbell.**
- 2. The proposed route and area to be served by the MTU is shown on Exhibit, "A" which is incorporated herein by reference.**
- 3. The MTU shall be responsible to complete, with the advice and assistance of the Town of Campbell, any forms for federal assistance, assistance from the State of Wisconsin, reports required by federal or state agencies, and all grant applications related to furnishing of bus service in the Town of Campbell.**
- 4. The City and Town agree that each will pay a portion of the local share of the operating costs of providing bus service. The number of hours of service and the local share cost is as provided on attached Exhibit "B" which is incorporated herein by reference. The hours per community shall be calculated on an annual basis.**
- 5. Any dollar amount over or under budget shall be distributed annually to each respective municipality based upon the cost per hour formula at the time the year end audit has been completed. If additional capital funding is made available after the budget has been approved and cost allocation has been determined, the funding must be approved by the MTU. The funding must then be approved by the governing bodies of La Crosse and Campbell, respectively, before the capital grant application may proceed.**

6. The services to be rendered hereunder shall commence on January 1, 2019 and terminate December 31, 2019, unless the parties hereto agree on or before October 1, 2019, to provide service beyond such date.
7. Any local share payment required shall be made by the Town of Campbell to the MTU on a quarterly basis. Such quarterly payments will be made on the 31st day of March, the 30<sup>th</sup> day of June, the 30<sup>th</sup> day of September, and the 31<sup>st</sup> day of December.
8. Except for approved eligible administrative and personnel costs, no member, officer, or employee of the City, or their designees, or agents, no consultant, no member of the governing bodies of said Cities and the MTU, and no other public official of said governing bodies, who exercise or who has exercised any functions or responsibilities with respect to the project during his/her tenure, or who is in the position to participate in a decision-making process or gain inside information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, who are to perform in connection with this agreement or in any activity or benefit therefrom, which is part of this agreement at any time during such person's tenure or for one year thereafter.
9. **Equal Employment Opportunity:** In connection with the execution of this contract, the City, and Town shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or nation of origin. The MTU shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, or nation of origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff, or termination; rates of pay, or other forms of compensation; and the selection for training.
10. **Audit and Inspection of Records:** MTU and Town shall permit the authorized representatives of the City of La Crosse, the U.S. Department of Transportation; and the Comptroller General of the United States to inspect and audit all data and records of the MTU relating to this contract until the expiration of three (3) years after the final payment under this contract.
11. **Disadvantaged Business Enterprise:** In connection with the performance of this contract, the Town of Campbell will cooperate with the City of La Crosse in meeting its commitments and goals with regard to maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have maximum practicable opportunity to compete for sub-contract work under the contract.
12. This agreement is for a term from January 1, 2019 through December 31, 2019, and shall not be extended unless all the parties mutually agree to same.

IN WITNESS WHEREOF, this agreement has been duly executed this 29<sup>th</sup> day of January 2019.

WITNESS:

[Signature]  
[Signature]

WITNESSES:

[Signature]  
Nikki M Eisen  
[Signature]  
Nikki M Eisen

TOWN OF CAMPBELL BY:

[Signature]  
[Signature]

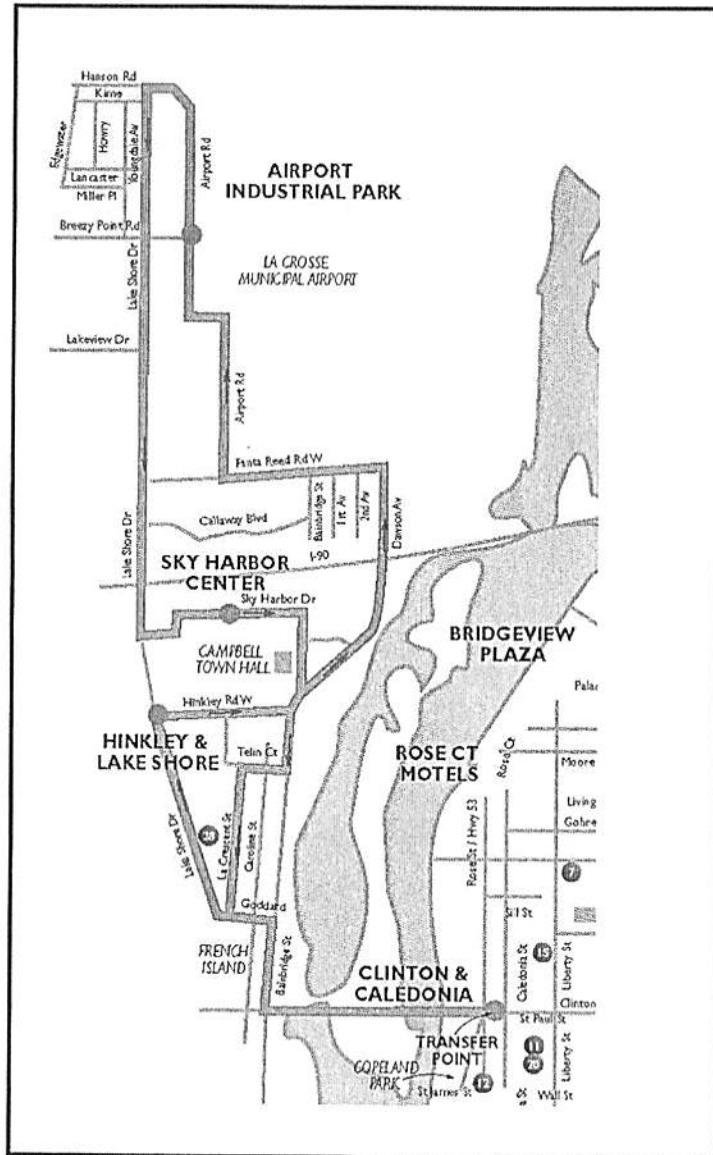
CITY OF LA CROSSE  
MUNICIPAL TRANSIT UTILITY

[Signature]  
Tim Kabat, Mayor  
[Signature]  
Teri Lehrke, City Clerk

Attachments

- (1) Exhibit A
- (2) Exhibit B

# EXHIBIT A



## EXHIBIT B - COST SHARING BUDGET

MTU SERVICE TO THE TOWN OF CAMPBELL, AIRPORT & INDUSTRIAL PARKS

JANUARY 1, 2019 - DECEMBER 31, 2019

SERVICE HOURS, MONDAY - FRIDAY - 6:00 AM - 6:00 PM

ROUTE DEVIATION BUS SERVICE TO THE TOWN OF CAMPBELL

ROUTE INCLUDES SERVICE TO LA CROSSE AIRPORT, AIRPORT INDUSTRIAL PARK, & INTERSTATE INDUSTRIAL PARK

### CALCULATION OF COST PER HOUR

	2019
FIXED ROUTE COST	\$5,577,632
CAPITAL COST	\$249,736
TOTAL COST	\$5,827,368
TOTAL SYSTEM HOURS	63,895

COST PER HOUR	\$91.20
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	YEAR
	2019
	<u>Jan - Dec</u>

TOTAL # OF ROUTE 7 & 8 HOURS	3,375
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TOTAL COST FOR ROUTES 7 & 8	\$307,809
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FAREBOX REVENUE	\$63,409
Estimated System Average	

DEFICIT	\$244,401
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Estimated WisDOT & Federal Transit Share 55.00%	\$166,679
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Updated 5/25/2018 = 54.15%

CAMPBELL SHARE .....	\$38,861
LA CROSSE SHARE .....	\$38,861