

2017 AGREEMENT  
BETWEEN THE CITY OF LA CROSSE AND THE CITY OF ONALASKA  
PERTAINING TO PUBLIC TRANSPORTATION

THIS AGREEMENT is made by and between the City of La Crosse acting through the La Crosse Municipal Transit Utility, hereinafter referred to as "MTU", and the City of Onalaska.

WITNESSETH

WHEREAS, La Crosse currently owns and operates a transit system.

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 City of Onalaska.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MTU shall provide fixed route bus service and complementary paratransit service in conformance with this agreement to the City of Onalaska. 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 City of Onalaska.
2. A transfer location shall be established at a convenient location to allow for the safe, convenient, and orderly transfer of passengers between MTU and Onalaska Shared Ride vehicles. MTU will work with the Shared Ride provider to improve coordination and explore opportunities for cooperation between the two systems.
3. Approved bus stop signage shall be located at each bus stop. The City of Onalaska will provide the signs and be responsible for the installation and maintenance of the signage. The City of Onalaska will also be responsible for the purchase and maintenance of any bus stop shelters, benches, or phone station equipment that is purchased.
4. MTU shall operate Proposed Routes 5, 6 and 9 in the City of Onalaska on a mutually agreed upon schedule shown on Exhibit "A" which is incorporated herein by reference.
5. The MTU shall be responsible to complete, with the advice and assistance of Onalaska, 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 City of Onalaska.
6. La Crosse and Onalaska agree that each participating community will pay its 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.

7. Any cash contribution received by MTU from Onalaska businesses for these services will be disclosed to the City of Onalaska and deducted from the local share cost for these services.
8. 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 Onalaska, respectively, before the capital grant application may proceed.
9. The services to be rendered hereunder shall commence on January 1, 2017 and terminate December 31, 2017, unless the parties hereto agree on or before October 1, 2017 to provide service beyond such date.
10. Payment of local share shall be made by Onalaska to the MTU on a quarterly basis. Such quarterly payments will be made on the 31<sup>st</sup> 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.
11. 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.
12. Equal Employment Opportunity: In connection with the execution of this contract, the MTU 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.
13. Audit and Inspection of Records: MTU and Onalaska 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.

14. Disadvantaged Business Enterprise: In connection with the performance of this contract, the City of Onalaska 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.

IN WITNESS WHEREOF, this agreement has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF ONALASKA BY:

\_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_  
Caroline L. Burmaster, City Clerk

CITY OF LA CROSSE  
MUNICIPAL TRANSIT UTILITY

\_\_\_\_\_  
Tim Kabat, Mayor

\_\_\_\_\_  
Teri Lehrke, City Clerk

Attachments

(1) Exhibit A

**EXHIBIT A**

**2017 BUDGET ESTIMATE - MTU SERVICE TO ONALASKA & HWY 16 RETAIL AREA**

**SERVICE MONDAY - FRIDAY 7:00 AM - 10:30 AM & 1:30 PM - 6:30 PM**

**CALCULATION OF COST PER HOUR - La Crosse Municipal Transit Utility**

|  |                    |
|--|--------------------|
| <b>FIXED ROUTE COST</b> 2017 MTU Budget including Paratransit Cost | <b>\$6,521,696</b> |
| <b>CAPITAL COST</b> 2016 Local Share of Capital Cost               | <b>\$249,736</b>   |
| <b>TOTAL COST</b>  | <b>\$6,771,432</b> |
| <b>TOTAL HOURS</b>   | <b>63,401</b>      |
| <b>TOTAL COST PER HOUR</b>   | <b>\$106.80</b>    |

|  |                    |
|--|--------------------|
| <b>ONALASKA HOURS OF SERVICE</b>   | <b>2,550</b>       |
| <b>ANNUAL ONALASKA COST FOR BASE SERVICE</b>   | <b>\$272,348</b>   |
| <b>TOTAL FIXED ROUTE REVENUE</b><br>Estimated System Average                                 | <b>- \$39,237</b>  |
| <b>COMBINED FEDERAL &amp; STATE SHARE</b><br>Estimated 54.5 % of Cost Updated 8/12/16 WISDOT | <b>- \$148,430</b> |
| <b>COUNTY SHARE - PARATRANSIT COST</b>   | <b>- \$37,272</b>  |
| <b>ONALASKA LOCAL SHARE ESTIMATE</b>   | <b>\$47,409</b>    |