

**VITERBO UNIVERSITY /
LA CROSSE MUNICIPAL TRANSIT UTILITY
TRANSPORTATION AGREEMENT
Fall 2016, Spring/Summer 2017**

THIS AGREEMENT, made this ____ day of _____, 2016, is by and between LA CROSSE MUNICIPAL TRANSIT UTILITY hereinafter referred to as the "MTU", and the STUDENT GOVERNMENT ASSOCIATION AND VITERBO UNIVERSITY 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, with a principal mailing address of 900 Viterbo Drive, 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 to and from their places of residence and the UNIVERSITY campus; and

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

WHEREAS, Viterbo University students' participation in the UPASS 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 by the Student Association, and Viterbo University Administration);

Now, THEREFORE, be it resolved that the UNIVERSITY wishes to encourage the use of MTU bus service by UNIVERSITY students. 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 Viterbo Identification Card is distributed to each student enrolled at the University. If validation becomes an issue, the MTU and the UNIVERSITY will mutually agree to an alternative to the Identification Card.
- 1.2 The Viterbo Identification Card shall be valid for transportation seven days a week, during all scheduled hours, on all MTU bus routes. The Viterbo Identification Card shall be accepted as proof of pre-paid bus fare when presented by the student to whom the card was issued. No identification shall be required to ride the College Town "Safe Ride" bus.
- 1.3 UNIVERSITY 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 Viterbo Identification Card shall not be charged a fare.
- 1.4 The Viterbo 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 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 2016: "Safe Ride" service shown on Exhibit A.
 - b. Spring Semester 2017: "Safe Ride" service shown in Exhibit A.
 - c. No additional, student-oriented bus service shall be provided during the summer school session.
 - d. The additional service provided in this section will only be provided when UW-L is in session. Fall semester service will be from September 5, 2016 – December 19, 2016, except for November 26 – 28, Thanksgiving break. Spring semester service will be provided from January 23, 2017 – May 13, 2017, except for, March 12 – 18, spring break, March 27, Easter Sunday.

3. Term of Agreement

- 3.1.1 The term of this Agreement at the fee amounts stated in Section 4, shall be August 20th, 2016, through August 19th, 2017, 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 Viterbo Share.

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

a. Fall 2016 Semester:

Viterbo Share	October 1, 2016	\$12,758.00
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b. Spring 2017 Semester:

Viterbo Share	March 1, 2017	\$12,531.00
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4.3 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 \$84.00 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 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 May 15, 2017.

5. Records

- 5.1 The MTU will keep ridership records of UPASS 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 UPASS 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 UPASS 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 Safe Ride Route Map

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 Date

ATTEST: VITERBO UNIVERSITY

_____ By: _____
Chief Financial Officer Date

ATTEST: VITERBO STUDENT ASSOCIATION

_____ By: _____
President, Viterbo Student Association Date

EXHIBIT B - BUDGET ESTIMATE

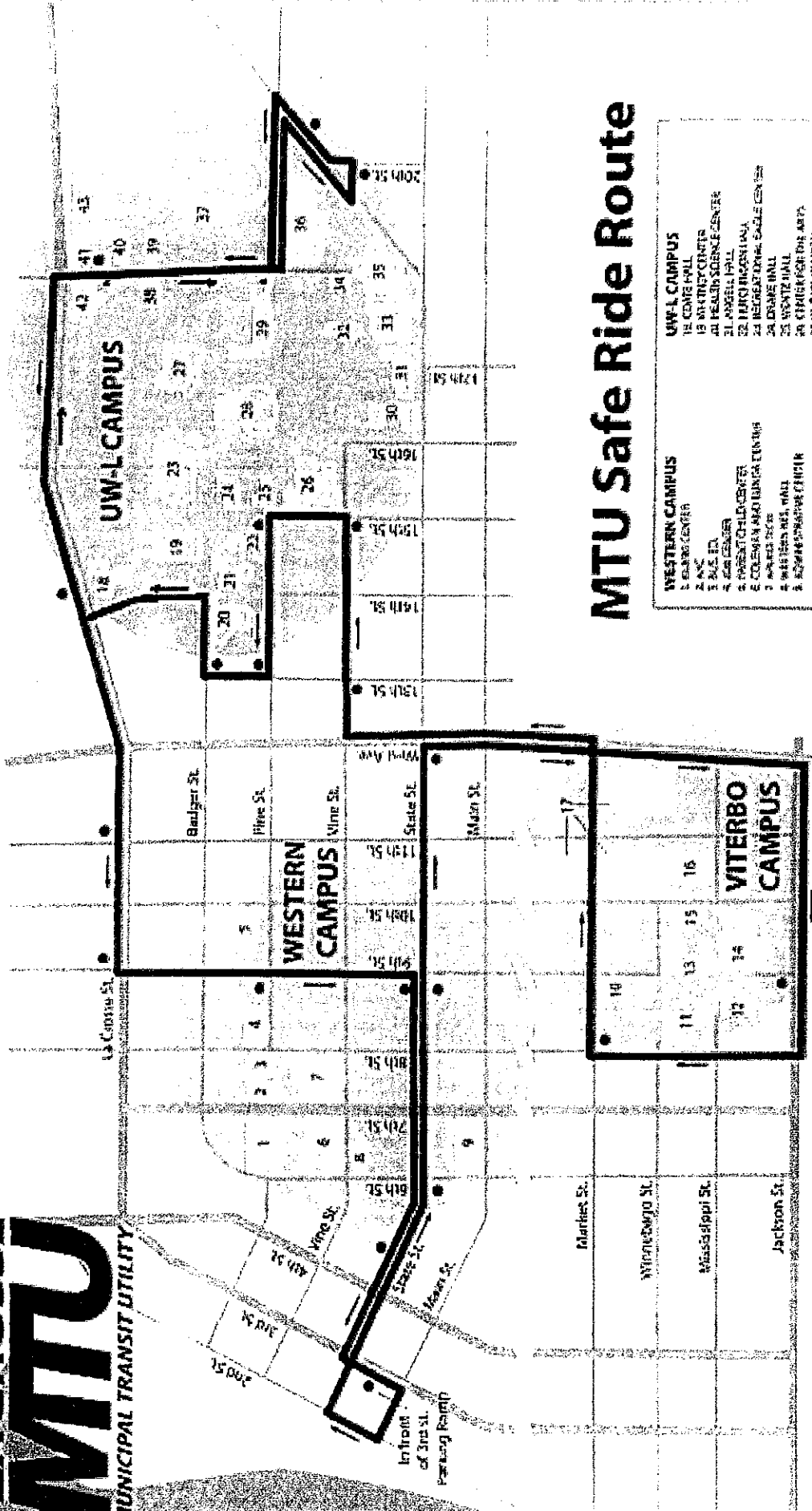
U-Pass Budget Worksheet For the Period September 2016 - August 2017

* Includes unlimited bus service access.

* Includes the following service:

1. Safe Ride Service (Thur, Fri, Sat, late night service)

	YEAR 2016 <u>Sep - Dec</u>	YEAR 2017 <u>Jan - Aug</u>	YEAR 2016/2017 <u>Sept - Aug</u>
SERVICE:			
1. Cost of Safe Ride Service	\$57,982	\$59,148	\$117,130
2. Unlimited Access Fee: (Pre Paid Farebox Revenue)	\$7,497	\$7,497	\$14,994
SUBTOTAL MTU SERVICE & ACCESS FEE:	\$65,479	\$66,645	\$132,124
COST SHARING:			
MTU (State & Federal) Share :	\$24,890	\$25,723	\$50,613
UW-L Share :	\$27,831	\$28,391	\$56,222
Viterbo Share:	\$5,261	\$5,034	\$10,295
Total Viterbo Cost :	<u>\$12,758</u>	<u>\$12,531</u>	<u>\$25,289</u>
Estimated Number of Students :	1,600	1,600	1,600
Estimated Per Student Fee:	\$7.97	\$7.83	\$15.81



MTU Safe Ride Route

WESTERN CAMPUS	UWL CAMPUS
1. RELIANCE CENTER	16. GEMER HALL
2. A&C	17. WHITNEY CENTER
3. BUS STOP	18. HEALTH SCIENCES CENTER
4. CAS CENTER	19. PARKER HALL
5. PARENT-CHILD CENTER	20. HORTON CENTER HALL
6. COLLEGE HONORING CENTER	21. BELMONT HALL
7. PARKER CENTER	22. BELMONT HALL
8. WESTERN HALL	23. WINTZ HALL
9. KENNEDY CENTER	24. CENTER FOR THE ARTS
	25. CARL VINBERG HALL
	26. MARY OF LUDWIG
	27. CROFTY HALL
	28. ARCHER HALL
	29. WING TECHNOLOGY CENTER
	30. WEST KATHLEEN
	31. GOSOFF HALL
	32. ARCHITECTURE CENTER
	33. CHEMISTRY CENTER
	34. CHEMISTRY CENTER
	35. CHEMISTRY CENTER
	36. CHEMISTRY CENTER
	37. CHEMISTRY CENTER
	38. CHEMISTRY CENTER
	39. CHEMISTRY CENTER
	40. CHEMISTRY CENTER
	41. CHEMISTRY CENTER
	42. CHEMISTRY CENTER
	43. CHEMISTRY CENTER

Bus Stops
 Safe Ride Route

Thursday	10pm - 3am	More frequently	Every 15 minutes.
Friday	10pm - 3am	after 11 pm	Every 15 minutes.
Saturday	9pm - 3am	on Fri and	Every 15 minutes.
New Years Eve	9pm - 4am	Sat nights	Every 15 minutes.