

**UNIVERSITY OF WISCONSIN AT LA CROSSE /
LA CROSSE MUNICIPAL TRANSIT UTILITY
TRANSPORTATION AGREEMENT
Fall 2020, Spring/Summer 2021**

THIS AGREEMENT, made this 9th day of July, 2020, 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 2020: College Town "Safe Ride" Bus and additional Route 5 service shown on Exhibit A.
 - b. Spring Semester 2021: 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 31st, 2020, through August 30th, 2021, 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 2020 Semester:
- | | | |
|----------------|-------------------|-------------|
| 1/3 UW-L Share | October 1, 2020 | \$30,516.00 |
| 1/3 UW-L Share | November 15, 2020 | \$30,517.00 |
| 1/3 UW-L Share | December 15, 2020 | \$30,517.00 |
- b. Spring 2021 Semester:
- | | | |
|----------------|----------------|-------------|
| 1/3 UW-L Share | March 1, 2021 | \$31,986.00 |
| 1/3 UW-L Share | April 15, 2021 | \$31,986.00 |
| 1/3 UW-L Share | May 15, 2021 | \$31,987.00 |
- 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 \$95.00 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, 2021.

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

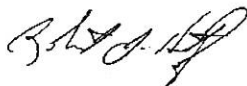
- 12.1 The MTU shall defend, indemnify and hold harmless the State of Wisconsin, the University and the University's agents, officers, and employees against all loss, damages, legal expenses and other expenses which the University may sustain or become liable for on account of injury to or death of persons, 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.

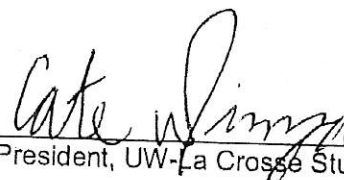
ATTEST: LA CROSSE MUNICIPAL TRANSIT UTILITY

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

ATTEST: UNIVERSITY OF WISCONSIN AT LA CROSSE

____ By:  _____
7/14/2020
Date
Vice Chancellor for Administration and Finance

ATTEST: UW-LA CROSSE STUDENT ASSOCIATION

____ By:  _____
7/19/2020
Date
President, UW-La Crosse Student Association