

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

THIS AGREEMENT, made this 8<sup>th</sup> day of July, 2020, 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 2020: "Safe Ride" service shown on Exhibit A.
  - b. Spring Semester 2021: "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 August 28<sup>th</sup>, 2020 – December 19, 2020, except for November 26 – 28, Thanksgiving break. Spring semester service will be provided from January 18<sup>th</sup>, 2021 – May 15, 2021, except for, March 13 – 19, spring break, April 3, 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 28<sup>th</sup>, 2020, through August 27<sup>th</sup>, 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 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 2020 Semester:

Viterbo Share	October 1, 2020	\$12,716.00
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b. Spring 2021 Semester:

Viterbo Share	March 1, 2021	\$12,975.00
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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 \$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.

4.4 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, 2021.

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.

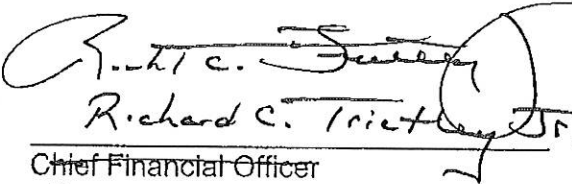
- 12.2 This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work 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:   
Richard C. Trickett Jr.  
Chief Financial Officer  
Provost  
7/8/20  
Date

ATTEST: VITERBO STUDENT ASSOCIATION

\_\_\_\_\_  
By: \_\_\_\_\_  
President, Viterbo Student Association Date

# EXHIBIT A - "SERVICE"

Safe Ride Service No Change from 2019-2020

## FALL 2020

College Town "Safe Ride" Shuttle	Start	End	Hours	Days	Total Hours FALL 2018	Cost summary
Thursday: 15 Minute service between UW-L Campus & Downtown La Crosse	10:30 PM	3:00 AM	9	14	126	\$11,532
	Report Time:		1	14	14	\$1,281
Friday: 15/8 Minute service between UW-L Campus & Downtown La Crosse	10:30 PM	3:00 AM	12.5	14	175	\$18,017
	Report Time:		1.5	14	21	\$1,922
Saturday: 15/8 Minute service between UW-L Campus & Downtown La Crosse	10:30 PM	3:00 AM	13	15	195	\$17,848
	Report Time:		1.5	15	22.5	\$2,059
					0	\$0
Additional THUR/FRI service worker hours:	MIDNIGHT	3:30 AM	3.5	28	98	\$3,577
Additional SAT service worker hours:	10:00 PM	3:30 AM	5.5	15	82.5	\$3,012
New Years Eve Service	10:30 PM	4:00 AM	11	1	11	\$1,007
This service included in cost sharing.	Report Time:		1	1	1	\$92
Additional service worker hours - Dispatch	10:00 PM	4:30 AM	6.5	1	6.5	\$237
<b>Total Safe Ride Service:</b>			<b>66</b>	<b>44</b>	<b>752.5</b>	<b>\$58,584</b>
<b>48% UW-L Share:</b>						<b>\$28,120</b>
<b>52% State &amp; Federal Share:</b>						<b>\$30,464</b>

## SPRING 2021

Ends May 15th 2021 (Day before Commencement)

College Town "Safe Ride" Shuttle	Start	End	Hours	Days	Total Hours SPRING 2019	Cost summary
Thursday: 15 Minute service between UW-L Campus & Downtown La Crosse	10:30 PM	3:00 AM	9	15	135	\$12,727
	Report Time:		1	15	15	\$1,414
Friday: 15/8 Minute service between UW-L Campus & Downtown La Crosse	10:30 PM	3:00 AM	12.5	15	187.5	\$17,677
	Report Time:		1.5	15	22.5	\$2,121
Saturday: 15/8 Minute service between UW-L Campus & Downtown La Crosse (Saturday before Easter Eliminated)	10:30 PM	3:00 AM	13	15	195	\$18,384
	Report Time:		1.5	15	22.5	\$2,121
Additional THUR/FRI service worker hours:	MIDNIGHT	3:30 AM	3.5	30	105	\$3,947
Additional SAT service worker hours:	10:00 PM	3:30 AM	5.5	15	82.5	\$3,102
<b>Total Safe Ride Service:</b>			<b>47.5</b>	<b>45</b>	<b>765</b>	<b>\$61,493</b>
<b>48% UW-L Share:</b>						<b>\$29,517</b>
<b>52% State &amp; Federal Share :</b>						<b>\$31,977</b>

## EXHIBIT B - BUDGET ESTIMATE

### U-Pass Budget Worksheet For the Period September 2020 - August 2021

\* Includes unlimited bus service access.

\* Includes the following service:

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

	YEAR 2020 <u>Sep - Dec</u>	YEAR 2021 <u>Jan - Aug</u>	YEAR 2020/2021 <u>Sept - Aug</u>
SERVICE:			
1. Cost of Safe Ride Service	\$58,584	\$61,493	\$120,077
2. Unlimited Access Fee: (Pre Paid Farebox Revenue)	\$7,497	\$7,497	\$14,994
SUBTOTAL MTU SERVICE & ACCESS FEE:	\$66,081	\$68,990	\$135,071
COST SHARING:			
MTU ( State & Federal ) Share :	\$25,245	\$26,498	\$51,743
UW-L Share :	\$28,120	\$29,517	\$57,637
Viterbo Share:	\$5,219	\$5,478	\$10,697
Total Viterbo Cost :	<u>\$12,716</u>	<u>\$12,975</u>	<u>\$25,691</u>
Estimated Number of Students :	1,600	1,600	1,600
Estimated Per Student Fee:	\$7.95	\$8.11	\$16.06



- WESTERN CAMPUS**

  1. AUDIN CENTER
  2. AMC
  3. BUS. ED.
  4. PRINCE CHILD CENTER
  5. COLEMAN AND LONDA CENTER
  6. APPLIED TECH
  7. WESTERN RES. HALL
  8. ADMINISTRATIVE CENTER

**VITERBO CAMPUS**

  1. MARIAN HALL
  2. STUDENT ATHLETIC CENTER
  3. MATHY CENTER
  4. REINHART CENTER
  5. MURPHY CENTER
  6. FINE ARTS CENTER
  7. BROTHERY NURSING CENTER
  8. SKEBP CLINIC
  8. FRANCISCAN SKEBP HEALTHCARE

**UWL CAMPUS**

  1. ANGELL HALL
  2. COATE HALL
  3. DRANE HALL
  4. EAGLE HALL
  5. HUTCHINSON HALL
  6. LAUX HALL

**7. REUTER HALL**

**8. SUNFORD HALL**

**9. WENTZ HALL**

**10. WHITE HALL**

**12. ARCHAEOLOGY CENTER**

**14. CARPENTARY CENTER**

**15. CENTENNIAL HALL**

**16. CENTER FOR THE ARTS**

**18. CHILD CARE CENTER**

**19. CLEARY ALLIUM & FRIENDS CENTER**

**21. GONFF HALL**

**22. HEALTH SCIENCE CENTER**

**25. MITCHELL HALL**

**27. MORRIS HALL**

**28. MURPHY LIBRARY**

**30. PARKING SERVICES**

**31. RECREATIONAL EAGLE CENTER**

**32. SCIENCE LAB BUILDING**

**33. STUDENT UNION**

**37. VETERANS MEMORIAL STADIUM**

**40. WHITNEY CENTER**

**41. WIMBERLY HALL**

**42. WING TECHNOLOGY CENTER**

**43. WITTICH HALL**

Thursday	10:30pm - 3am	More frequently after 11 pm on Fri and Sat nights	Every 15 minutes.
Friday	10:30pm - 3am		Every 15 minutes.
Saturday	10:30pm - 3am		Every 15 minutes.
New Years Eve	10:30pm - 4am		Every 15 minutes.