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**AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of January, 2017, by and between Assist-to-Transport, LLC, a Wisconsin limited liability company located at 71 Albert Drive, Manitowoc, WI, 54220, and the Maritime Metro Transit division of the City of Manitowoc, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

**RECITALS**

**WHEREAS**, the City of Manitowoc (hereinafter "City") has federal funding available for transportation services for the elderly and disabled; and

**WHEREAS**, the City and Manitowoc County cooperate to provide paratransit services to the elderly and disabled under the Manitowoc Paratransit Program; and

**WHEREAS**, the City sought proposals to provide contracted paratransit services under the appropriate state and federal regulations; and

**WHEREAS**, Assist-to-Transport, LLC (hereinafter "Paratransit Provider") was awarded the contract to provide paratransit services.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. **Recitals.** The above recitals are deemed to be true and correct.
2. **Incorporation by Reference.** The City's agreement with Manitowoc County, the City's Request for Proposals, the City's Vehicle Lease with Paratransit Provider, and the Paratransit Provider's response proposal are hereinafter incorporated by reference.
3. **Price.** The City agrees to pay Paratransit Provider as shown on Form A in the response proposal.
4. **Scope of Services.** Paratransit Provider shall provide services as outlined in the documents incorporated by reference.
5. **Insurance and Bonding.** Prior to the City executing this agreement, Paratransit Provider shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$2,000,000.00 per person per occurrence, \$4,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; auto insurance in the amount of \$1,000,000 per occurrence; and shall carry the statutory amounts for worker's compensation insurance. Paratransit Provider shall include with the Certificate of Insurance two endorsements, one endorsement naming the City as an additional insured, and a second endorsement giving the City 15 days prior notice of non-renewal, modification or cancellation.
6. **Applicable Statutes.** Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

7. **Indemnification.** Paratransit Provider. shall defend, indemnify and hold harmless the City of Manitowoc and Manitowoc County, its respective officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this agreement.
8. **Default.** In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this agreement by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within 30 days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the 30 day period, provided that the defaulting party has commenced to cure within the 30 day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.
9. **Licenses.** Paratransit Provider shall require all drivers to obtain appropriate licenses consistent with the incorporated scope of services.
10. **Termination.** Either party may terminate this agreement consistent with the incorporated documents.
11. **Non-Discrimination.** Paratransit Provider represents that it is in compliance with all applicable equal employment opportunity requirements required by state or federal law.
12. **Notice and Demands.** A notice, demand or other communication under this agreement by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

**Paratransit Provider**  
Assist-to-Transport, LLC  
71 Albert Drive  
Manitowoc, WI 54220

**CITY:**  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

Copy to Transit Manager  
915 S 11<sup>th</sup> Street  
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

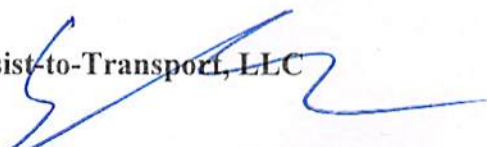
13. **Severability.** If any provision of this agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

14. Amendments. This agreement can only be amended or modified in writing and signed by the parties involved.
15. Integration. This agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
16. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this agreement.
17. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this agreement hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
18. Heading. The section titles have been inserted in this agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
19. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
20. Construction. All parties have contributed to the drafting of this agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

City of Manitowoc


Assist-to-Transport, LLC  
  
Stephen J.M. Roekle, Managing Member

By: \_\_\_\_\_  
Mayor Justin M. Nickels

By: \_\_\_\_\_  
City Clerk/Deputy Treasurer Jennifer Hudon

STATE OF WISCONSIN )  
                                  ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 12 day of JAN, 2017, the above named Stephen J.M. Roekle, and acknowledge he executed the foregoing instrument.

  
Deborah A. Neuser  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 9-17-18

STATE OF WISCONSIN )  
                                  ) ss.  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk/Deputy Treasurer, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): \_\_\_\_\_

This agreement was drafted by City Attorney Kathleen M. McDaniel

Office of the Secretary of the Department of Health and Human Services  
Washington, D.C. 20492

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE SECRETARY



*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE SECRETARY

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