

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF MANITOWOC AND THE MANITOWOC PUBLIC SCHOOL DISTRICT**

THIS AGREEMENT, made by and between the City of Manitowoc, a municipal corporation of the State of Wisconsin, with principal offices located at 900 Quay Street, Manitowoc, Wisconsin, hereafter referred to as CITY; and the Manitowoc Public School District, a Wisconsin public school district with principal offices located at 2902 Lindbergh Drive, Manitowoc, Wisconsin, hereinafter referred to as MPSD, for the purposes of arranging transit services for MPSD students on CITY's Maritime Metro Transit service, a federal and state subsidized fixed-route transit service.

NOW, THEREFORE, the parties agree as follows:

- 1. SERVICES & SERVICE LEVEL.** During the term of this agreement, CITY shall operate regularly scheduled fixed route bus service for MPSD students as described in Attachment A. Any changes to the level of bus service as described in Attachment A will require the prior approval of the Manitowoc Common Council and the MPSD School Board. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for services to MPSD. This agreement does not constitute an agreement for additional services such as charter or private event transportation services for MPSD.
- 2. FARE STRUCTURE.** During the term of this agreement, the Manitowoc Common Council shall be solely responsible for setting bus fares.
- 3. DESIGNATION OF RESPONSIBILITY.** CITY (through the Manitowoc Common Council) designates MARITIME METRO TRANSIT as the provider of the services set forth in this agreement.
- 4. PAYMENT SCHEDULE.** MPSD agrees to pay CITY an amount equal to its proportionate share of projected annual net operating deficit incurred by Maritime Metro Transit.
- 5. INSURANCE.** CITY shall carry and keep in force insurance coverage insuring CITY against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by CITY in service provided for MPSD.
- 6. RELEASE OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS.** MPSD agrees to release, indemnify, defend and hold harmless CITY for any acts or actions that are taken by any and all MPSD students while utilizing MARITIME METRO TRANSIT pursuant to the terms of this Agreement. Specifically, MPSD shall release, indemnify, and hold harmless CITY when said acts or actions are alleged to have or have resulted in injuries, damages, losses, demands, lawsuits, costs, or claims thereof, including third party tort claims and workers compensation claims made by CITY employees.
- 7. OPERATING AUTHORITY.** CITY shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated for MPSD. Authority to deny service to any student shall be vested solely with CITY consistent with CITY policy and procedures.
- 8. RECORDS/INFORMATION.** CITY shall, at the request of MPSD, provide information pertaining to the operations of Maritime Metro Transit as long as providing such information is consistent with CITY policy. Such requests shall be presented to CITY in writing.

- 9. **MEDIATION OF DISPUTES.** Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.
- 10. **FORCE MAJEURE.** In no event shall CITY be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of CITY.
- 11. **TERMINATION.** Either party may terminate this agreement by giving 120 days written notice, delivered via certified mail. If MPSD terminates this agreement, MPSD shall pay for pro-rated service costs up to and including the last day of service.
- 12. **TERM OF AGREEMENT.** The initial term of this agreement shall begin as if the date of the signatures, below, and this agreement shall be retroactive to beginning July 1, 2024. This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.
- 13. **LOCAL MATCH FOR SERVICES.** Local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to MPSD for the calendar year:

- July 1, 2024 - June 30, 2025 is \$19,000
- July 1, 2025 – June 30, 2026 is \$19,500
- July 1, 2026 – June 30 2027 is \$20,000
- July 1, 2027 – June 30 2028 is \$20,500

Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share (charge to MPSD) to change. CITY and MPSD agree to require a cost adjustment to MPSD if total student/faculty/staff ridership exceeds 22,000 rides in a calendar year. If this agreement continues beyond June 30, 2028, costs shall increase by \$1,000/year. CITY shall invoice MPSD for such payments and MPSD agrees to make quarterly payments in four equal amounts during the calendar year. CITY may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

IN WITNESS WHEREOF, the parties have affixed their hands and seals.

DATED THIS 14 DAY OF ~~September~~ ^{November}, 2024.

MPSD
 BY: Lee Thennes
 Lee Thennes, Interim Superintendent

CITY OF MANITOWOC
 BY: _____
 Justin M. Nickels, Mayor

BY: Angela Erdmann
 Angela Erdmann, Director of Business Services

BY: _____
 Mackenzie Reed, City Clerk/Deputy Treasurer

ATTACHMENT A

City of Manitowoc (Maritime Metro Transit) Service Agreement MPSD Level of Service

FIXED ROUTE SERVICE - Monday - Saturdays

MPSD students shall receive unlimited trips on the fixed route public system operated by Maritime Metro Transit in grades 6-12 that are actively enrolled at a MPSD Junior or High school within the current service area and during the current service times of the fixed route system, regardless of school days or trip purpose. This agreement shall also be valid for faculty and staff of MPSD.

MPSD students enrolled at a Junior or High school will be required to present to the driver a qualifying school ID badge upon boarding the bus to receive the bus trip at no-charge. Faculty and staff of MPSD will be required to present a qualifying school ID badge upon boarding the bus to the driver to receive the bus trip at no-charge.

Students that do not have a school ID badge or fail to present a qualifying school ID badge will be required to pay the regular fare for the trip.

No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

PARATRANSIT

Paratransit trips are not included in this agreement. Students qualified to use paratransit services are required to pay the per trip fare.

SCHOOL START TIMES

MPSD agrees to involve MARITIME METRO TRANSIT in discussions regarding school start and end times for the academic school year. This will allow MARITIME METRO TRANSIT to provide maximum efficient service for MPSD.

ID BADGES

MPSD shall provide CITY with sample ID badges each year to assist with driver education.