CONTRACT BETWEEN
CITY OF APPLETON / VALLEY TRANSIT
AND
FOX VALLEY TECHNICAL COLLEGE

This Agreement is by and between the City of Appleton/Valley Transit (hereinafter referred to as the "City") and the Fox Valley Technical College (hereinafter referred to as "FVTC").

The FVTC wishes to encourage the use of City bus service by FVTC students. In exchange for the mutual consideration stated below, the parties agree as follows:

1. During the term of this Agreement, the City agrees to honor the FVTC Identification Card as a bus pass to allow Program and Adult Basic Education students enrolled at FVTC to utilize the City bus services.

2. The FVTC agrees to establish appropriate procedures to assure that one and only one FVTC Identification Card is distributed to each student enrolled at FVTC. If validation becomes a management issue, the City and FVTC will mutually agree to an alternative to the FVTC Identification Card.

3. The FVTC Identification Card will be valid for transportation on all City bus routes when shown by the students, at no additional charge as provided in this contract.

4. This agreement applies strictly to Valley Transit's fixed route bus service. FVTC students meeting the ADA paratransit eligibility criteria will have comparable access to Valley Transit II. A fare that is double the rate of the approved regular bus cash fare will be charged to students using Valley Transit II. The Connector services and the other Valley Transit paratransit services are not part of this agreement.

5. The FVTC 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.

6. This Contract shall be effective for the period of January 1, 2020, through December 31, 2025, with the option to extend this Contract for up to two (2) additional one (1) year periods. For City bus services provided for herein, the FVTC shall pay to the City $46,000 in January of each year or in two payments, $23,000 in January and $23,000 in August of each year.

7. The City shall provide its established and regularly publicized bus service.

8. Additional bus service may be added if both the City and FVTC mutually agree based upon ridership need. The City shall invoice FVTC for additional service/routes which will be shared with FVTC yearly in January.

9. The FVTC Identification Card shall be valid for transportation on all days during all scheduled hours on all Valley Transit buses.

10. The City will keep ridership records of FVTC Identification Card usage. The City will provide quarterly ridership reports to the FVTC. FVTC and the City will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

11. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and FVTC shall not have, and shall not exercise any control over the City's operation.

12. Individual student privileges may be revoked due to violations of the Valley Transit Code of Conduct. Valley Transit will make FVTC aware of the issues before actually revoking the privilege.

13. It is understood that the administration, management, marketing and promotion of the bus service program are the mutual responsibility of the City and FVTC. The City will work with FVTC to develop a marketing plan and to market the bus service program.

14. The City shall defend and hold harmless FVTC and its agents, servants, and employees against all loss, damages, legal expenses and other expenses which FVTC 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 negligent operation of city buses.

15. The City and the FVTC agree to cooperatively establish administrative policies and procedures that will effectively safeguard the interest of both parties.

16. The City shall not be in default of any provision of the Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, or for any other cause or caused beyond the control of the City.

17. Should the City or FVTC be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the City or FVTC may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

18. FVTC or the City may cancel the contract for breach of any terms or condition of this contract or failure to perform as specified in this contract. FVTC or the City shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar

days such neglect has ceased and arrangements made to correct, the contract may be cancelled by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.

19. All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

20. The term of this Agreement at the amounts stated in Item 6 shall be for the 2020 calendar year from January 1 through December 31, 2020 with an option by mutual agreement of FVTC and the City to renew each of the subsequent four (4) years.

21. City warrants that it has the authority to enter into this Agreement and that any approval required of and by the City of Appleton have been obtained are valid for the full term of this Agreement.

The City of Appleton hereby duly executes the Agreement the ____ day of _____, 2019.

By: _____
     Timothy M. Hanna, Mayor

By: _____
     Kami Lynch, City Clerk

By: _____
     Ronald McDonald,
     General Manager Valley Transit

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

_____
Anthony D. Saucerman, Finance Director

_____
James P. Walsh, City Attorney

The Fox Valley Technical College (FVTC) hereby duly executes this Agreement the _____ day of _____, 2019.

Witness: _____   By: _____

Printed Name: _____   Dr. Susan A. May
                                                                              President, Fox Valley Technical College

Witness: _____   By: _____

Printed Name: _____   Elizabeth Burns
                                                                              Associate VP of Student Services
                                                                              Fox Valley Technical College

City Law A19-0887