

CITY OF RACINE – RY° DE

RACINE UNIFIED SCHOOL DISTRICT BUS SERVICE AGREEMENT

This Agreement, entered into on the __day of _____, 2023 and made by and between the CITY OF RACINE, WISCONSIN (herein referred to as the “City”) and the RACINE UNIFIED SCHOOL DISTRICT (herein referred to as “Racine Unified”), collectively called the “Parties” herein.

WHEREAS, the City owns and operates a public transit system herein referred to as RY° DE;

WHEREAS, Racine Unified and the City have a long history of collaborating to provide bus services to Racine Unified students; and

WHEREAS, Racine Unified is willing to pay for these bus services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose**: The purpose of this Agreement is to provide essential bus services to students at Racine Unified through use of RY° DE, the City’s public transit system.
2. **Term**: This Agreement shall apply retroactively and be effective for the 2023-2024 school year, from September 5, 2023 through June 12, 2023.
3. **Termination or Modification of Agreement**: In the event of discontinuation or substantial reduction of federal or state operating subsidies, either for the City or for Racine Unified, and upon written request and agreement of both Parties, this Agreement may be terminated or modified. The request for termination or modification must be made at least 90 days before the proposed effective date.
4. **Changes in Route Service or Frequency**: Any changes in RYDE’s route service or frequency must be approved by the City of Racine Transit Commission. The party requesting the change may file a written request with the City of Racine Transit Commission and provide a copy of the request to the other party at least 90 days prior to the proposed date on which the changes are to become effective. Upon notice of the request, the City of Racine Transit and Mobility Director shall within a reasonable time submit the item to be added onto the Commission’s agenda for discussion and consideration. Notwithstanding the above, minor changes in route times and stop locations based upon the needs of either Party are considered administrative changes and do not require the approval of the Transit Commission.
5. **Breach**: In the event that Racine Unified fails to make installment payments pursuant to Paragraph 7(b) of this Agreement, the City may, at its option, terminate this Agreement or discontinue services provided herein by written notice delivered to Racine Unified. Notice must be sent at least 90 days prior to the termination date.

In the event that the City does not provide services in substantial compliance with Paragraph 6 of this Agreement: (a) the amount paid by Racine Unified to the City shall be adjusted to require only payment of the actual costs, if there is a reduction of services, or (b) Racine Unified may terminate this Agreement, provided that notice is provided at least 90 days prior to the termination date.

6. Services Provided: The City agrees that it will make available to Racine Unified its existing RY^o DE routes. The City will continue its current routes and frequency thereof during the term of this Agreement. In addition, some supplemental school routes will be provided by the City to Racine Unified at a mutually agreed upon schedule to be tailored around the Racine Unified school schedule. These services will be provided Mondays through Fridays, with the exception of days when school is not session according to the official school calendar. These services will include:

- a. Route 30, with 7 variations from 300 thru 306 (consisting of 7 supplemental routes called “school trippers”) will provide service during the school year to accommodate extra demand.
- b. Route 30 will serve Case High School and Starbuck Middle School along route 3 and 4’s corridor and Jerstad-Agerholm Middle School along route 4’s corridor. Route 300 will supplement bus routes in the Georgetown and Lake Park neighborhoods for Mitchell Middle School in the afternoon.
- c. Route 30 buses will serve the beginning and end of the school day, operating 26.5 hours per day, 180 days per year, for a school year total of 4770 operating hours.
- d. Route 30 buses will remain open and available to the general public at published times and fares per Federal Transit Administration regulations.
- e. RY^o DE will also provide Racine Unified with sufficient student passes for all students who qualify for Racine Unified transportation under state and local laws for free travel to and from school only, including replacement passes; these passes will be good for rides on the school trippers as well as regular RY^o DE routes.

7. Contract Amount and Invoices:

- a. Overall contract amount: Racine Unified agrees to pay the City a total negotiated fee of \$350,000.00 for services stated in this agreement.
- b. Installment payments: Racine Unified shall pay to the City three installments of \$116,667.00 each, due on December 1, 2023, March 1, 2024, and June 1, 2024.
- c. Monthly passes: In addition to the amounts in subsection (a) and (b), Racine Unified may sell monthly bus passes to students for use throughout the school year and shall forward all sales revenue less merchant fees, such as those charged by credit card companies, to the City. The price for each monthly pass shall depend on the number of school days in each month and shall be fixed as follows:
 - i. September - \$35.00
 - ii. October - \$35.00
 - iii. November - \$30.00
 - iv. December - \$30.00

- v. January - \$35.00
 - vi. February - \$35.00
 - vii. March - \$35.00
 - viii. April - \$30.00
 - ix. May - \$35.00
 - x. June - \$15.00
- d. Racine Unified may also charge students an administrative fee of \$10 for replacement passes and keep the proceeds of such fees.

8. Audits: Racine Unified shall have the right to inspect the City's transit ledgers at any reasonable time upon reasonable notice. However, the audit report as accepted by the Wisconsin Department of Transportation shall be considered final and binding.
9. Operating Procedures: The City shall have sole and ultimate authority and responsibility for the operation, control and direction of the mass transit service extended to Racine Unified pursuant to this agreement, and in accordance with the terms herein.
10. Insurance: The City shall purchase, or otherwise acquire, and maintain insurance insuring the buses used on the routes in Racine Unified to the same extent as buses used to provide mass transit service elsewhere in the City. The City shall cause Racine Unified to be named as an additional insured on such policy, if requested.

Witnessed

RACINE UNIFIED SCHOOL DISTRICT

BY: _____
 Jeffrey Serak, Chief Financial Officer

CITY OF RACINE

BY: _____
 Cory Mason, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
 Tara McMenamin, City Clerk

 Scott R. Letteney, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

Kathleen Fischer, Finance Director