

CITY OF RACINE – RYDE
VILLAGE OF CALEDONIA BUS SERVICE AGREEMENT

This Agreement, entered into on the ____ day of _____, 2022 and made by and between the CITY OF RACINE (herein referred to as “the City”) and the VILLAGE OF CALEDONIA (herein referred to as “Caledonia”), both municipalities in Racine County, Wisconsin (herein individually referred to as the “Party” and collectively referred to as the “Parties”).

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

WHEREAS, the City has received authority from the Wisconsin Department of Transportation to operate its public transit system outside of its corporate limits, including the Village of Caledonia;

WHEREAS, the public transit system is expected to operate at a deficit;

WHEREAS, both the Federal Transit Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation will assist subsidizing the operating deficit under formula grant programs;

WHEREAS, Caledonia has approached the City and expressed a desire to have public transit service provided to the Village of Caledonia;

WHEREAS, a new transit commission has been created by Racine Ordinance 0013-19 Transit Commission; and

WHEREAS, Caledonia is willing to pay its local share of the operating deficit for public transit service for 2022;

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

1. Purpose: The purpose of this Agreement is to determine each Party’s local contribution as part of a cost-sharing agreement in operating a joint public transit system.
2. Term: This Agreement shall be effective January 1, 2022, through December 31, 2022.
3. Termination and Modification of Agreement: In the event of discontinuation or substantial reduction of federal or state operating subsidies received by either the City or Caledonia, upon written request by either Party, and agreement of both Parties, this Agreement may be terminated or modified. The Party requesting the change shall send written notice by certified mail at least 90 days prior to the requested date of termination or modification.

4. Changes in route service: Changes in route service or frequency thereof must be approved by the City of Racine Transit Commission, with the exception of minor changes as indicated under Paragraph 6(f). The Party requesting the change may file a written request with the Commission and shall provide a copy 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 Parking System manager shall, within a reasonable time, submit the item to be added onto the Commission's agenda for discussion. The decision of the City of Racine Transit Commission shall be final, subject to Common Council approval.
5. Breach: In the event that Caledonia fails to pay any invoice(s) pursuant to Paragraph 7 of this Agreement, the City may terminate this Agreement or discontinue services provided herein by written notice delivered to the village clerk for the Village of Caledonia at least ten days before the termination date. In the event that the City is unable to provide services in substantial compliance with Paragraph 6 of this Agreement, the amount paid by Caledonia to the City shall be adjusted to reflect the actual cost in reduction of services. In either event, the non-breaching Party may file suit to recover losses limited only to compensatory and nominal damages.
6. Services Provided: The City shall run regularly scheduled bus services into and out of Mount Pleasant during the period from January 1, 2022 through December 31, 2022, Mondays through Fridays, with the exception of January 1, May 30, July 4, September 5, November 24, and December 25, and as otherwise indicated below. Bus services shall include:
 - a. Regularly scheduled bus service connecting Caledonia to Racine, Mount Pleasant and the Grandview Industrial Park.
 - b. Route #30 School Year service and complementary paratransit service within three quarters of a mile of any non-express BUS route are also provided to portions of Caledonia. School Route #30 miles within Caledonia are not used to determine the Caledonia 2022 mileage percentage based formula for determining fixed route "Local Share".
 - c. DART rides for persons with disabilities will be documented and included. Overall cost for DART has been prorated in this contract amount for 2022. However, the total 2022 Caledonia agreement amount will not exceed the agreed upon local share in paragraph 7.
 - d. Bus service along Douglas Avenue from Racine City Limits to the Greentree Shopping Center in Caledonia Mondays through Friday on Route #5. Additional service to Greentree Shopping Center will be provided on Route #1 on weekday evenings beginning with the first arrival at 6:27 p.m., until 9:27 p.m., Saturday service between 6:27 a.m. until 5:51 p.m., and on Sundays between 10:27 a.m. until 5:47 p.m.
 - e. Hours of service are generally the same as those for the entire Belle Urban System. Frequency of service on weekdays shall be every 30 minutes during peak service and 60 minutes off peak service. Frequency of service on Saturdays and Sundays

shall be every 60 minutes.

- f. Minor changes, such as to route times and stop locations, may be made by the City based upon the needs of either Party and shall be considered administrative changes that do not require the approval of the Transit Commission.

7. Invoices and Reimbursement of Local Share:

- a. Local share: Caledonia's local share for 2022 is \$32,900.00. Caledonia agrees to pay to the City its local share of the operating expenses in 2022.
- b. Reimbursement installment(s): The City shall bill Caledonia once. Such invoice shall be paid no later than 60 days after the date of the invoice.

8. Subject to State Regulations: It is agreed and recognized by both Parties that the Wisconsin Department of Transportation has regulatory authority over routes, fares, and service, and as such, any regulations imposed by the Wisconsin Department of Transportation are hereby incorporated and made a part of this Agreement.

9. Audits: Caledonia shall have the right to inspect the City's transit ledgers at any reasonable time and upon reasonable notice. However, the audit report as accepted by the Wisconsin Department of Transportation shall be considered final and binding.

10. Operating Procedures: The City shall have sole and ultimate authority and responsibility for the operation, control, and direction of the public transit services extended to Caledonia pursuant to this Agreement, and in accordance with the terms stated herein.

11. Insurance: The City shall purchase, or otherwise acquire, and maintain insurance for the buses used on the routes in Caledonia to the same extent as those buses used to provide public transit service in the City. Upon written request of Caledonia prior to the commencement of the contractual period hereunder, the City shall cause Caledonia to be named as an additional insured on such policy.

VILLAGE OF CALEDONIA

BY: _____
Village President

ATTEST:

BY: _____
Clerk

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

BY: _____
Tara Coolidge, City Clerk

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney

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

Kathleen Fischer, Finance Director