

CITY OF RACINE – RYDE RACINE
GATEWAY TECHNICAL COLLEGE STUDENT BUS PASS AGREEMENT

This Agreement, entered into on the ___ day of _____, 2022 and made by and between the CITY OF RACINE, WISCONSIN (herein referred to as the “City”) and Gateway Technical College, collectively called the “Parties” herein.

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

WHEREAS, Gateway Technical College and the City have a shared interest in access to public transit for Gateway Technical College students; and

WHEREAS, Gateway Technical College is willing to pay for passes for students;

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 bus passes to students at Gateway Technical College through use of RYDE Racine, the City’s public transit system.
2. **Term:** This Agreement shall be effective for July 1, 2022 through August 31, 2024.
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 Gateway Technical College, 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. **Breach:** In the event that Gateway Technical College fails to make its payment pursuant to this Agreement, the City may, at its option, terminate this Agreement or discontinue services provided herein by written notice delivered to Gateway Technical College. 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 this Agreement: (a) the amount paid by Gateway Technical College to the City shall be adjusted to require only payment of the actual costs, if there is a reduction of services, or (b) Gateway Technical College may terminate this Agreement, provided that notice is provided at least 90 days prior to the termination date.

5. **Services Provided:** The City shall provide Gateway Technical College with 600 annual student passes over two years; 300 passes for academic year 2022-23 (September 2022-August 2023) and 300 for academic year 2023-24 (September 2023-August 2024). Student passes shall grant assigned holders unlimited rides on fixed-route transit service during RYDE Racine hours of operation as their annual student pass is active.

6. Contract Amount and Invoices:

- a. Overall contract amount: Gateway Technical College agrees to pay the City a total negotiated fee of \$230,000.00 for services stated in this agreement.
- b. Installment payments: Gateway Technical College shall pay to the City two installments of \$115,000.00 each, due on July 1, 2022 and May 1, 2023.
- c. Yearly student passes: RYDE Racine shall provide two sets of 300 annual discounted passes with Gateway Technical College charged with the distribution of the passes to the student population at their discretion.

7. Promotion: The City and Gateway Technical College will collaborate to develop awareness of this Agreement and the expanded access to public transit for Gateway Technical College students.

8. Audits: Gateway Technical College 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 Gateway Technical College pursuant to this agreement, and in accordance with the terms herein.

The City shall track and monitor Gateway Technical College student pass usage. The City and Gateway Technical College will jointly analyze usage and success of this Agreement.

Witnessed

GATEWAY TECHNICAL COLLEGE

BY: _____
Stacy Riley, Ed.D. Vice President

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____

Tara Coolidge, City Clerk

Scott R. Letteney, City Attorney

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

Kathleen Fischer, Finance Director