

AGREEMENT

This agreement is between Manchester Transit Authority, a local government agency with a principal place of business at 110 Elm Street, Manchester, NH 03101-2799 (“Manchester Transit Authority”) and the Town of Goffstown, NH (“TOWN”) together the “Parties”.

In consideration of the mutual promises contained herein, the Parties agree to the following:

1) SERVICES:

Manchester Transit Authority agrees to provide bus transportation as per the specified and mutually agreed service structure that follows. Service will operate every Monday, Wednesday, and Friday between the hours of 9:00 AM and 2:00 PM. Service will operate on a demand response model with reservations made directly with Manchester Transit Authority by the passenger, at least 24 hours in advance. Service will be provided on a first come first serve basis and will be available “curb to curb” from any location in the Town of Goffstown to any other location in the Town of Goffstown or to any medical facility in the City of Manchester or Town of Bedford. The service will be a shared ride model and will operate with a goal of maximum efficiency rather than exclusive, single passenger rides like a taxi. There will be no fare charged for the first year with the subject of fares revisited prior to year two. Passengers transferring to MTA Route #6 or any other MTA services must pay any applicable fares. Service will not be provided on any holidays for which MTA service is closed or during any weather event that Manchester Transit Authority deems service to be too dangerous to operate. Manchester Transit Authority shall, at all times, remain solely responsible for the safety of its passengers while on its motor vehicles, and shall exercise due care to take all reasonable steps to transport its passengers, and to provide for their ingress and egress from any motor vehicle owned or operated by Manchester Transit Authority, safely. Manchester Transit Authority shall at all times maintain compliance with applicable state and federal laws and regulations pertaining to the transportation of passengers.

2) TERM:

This Agreement shall be for two years from the effective date service is to begin, July 1, 2015 until the pilot program ends on June 30, 2017. The Parties may terminate this agreement by mutual consent. In recognition that this service is a pilot program, changes may be needed and this agreement may be revised as mutually agreeable. MTA will implement any agreed changes as soon as possible and in no more than thirty (30) days from agreement.

3) PAYMENT OF FEES:

TOWN shall pay Manchester Transit Authority \$1,846.75 per quarter for the completion of service rendered with a total project cost over two years or eight quarters of \$14,774. On a monthly basis, Manchester Transit Authority shall provide a report with TOWN which details the number of hours used, riders, "no shows", denials, transfers to MTA Route #6, and destinations by category. An invoice will accompany the monthly report each quarter and TOWN will ensure that these invoices are paid within thirty (30) days after the invoice date. Any and all salaries, wages and fringe benefits, including medical benefits, of Manchester Transit Authority employees will be provided by Manchester Transit Authority at its sole discretion and Manchester Transit Authority employees are not employees of TOWN.

4) PERFORMANCE:

All services related to this Agreement shall be performed by Manchester Transit Authority employees, and TOWN employees shall not be required or permitted by Manchester Transit Authority to provide services to Manchester Transit Authority passengers while on its motor vehicles.

5) OBLIGATIONS:

The Parties agree that Manchester Transit Authority is an independent contractor, and that the Parties are not partners or joint ventures with one another. Manchester Transit Authority acknowledges that it is responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, salaries and fringe benefits for its employees. Manchester Transit Authority shall indemnify and hold TOWN harmless for any penalty, claim, liability, deficiency or duties as set forth in the preceding sentence. Manchester Transit Authority shall retain all control over the recruiting, hiring, evaluating, placing, supervising, disciplining and firing of Manchester Transit Authority employees. Manchester Transit Authority hereby agrees to defend, indemnify and hold harmless TOWN, including all directors, officers, employees, affiliates, from and against any and all losses, liabilities, claims, demands, costs and expenses, including attorney's fees, of whatever kind or nature arising out of a breach of this Agreement by Manchester Transit Authority or any negligent act or omission by Manchester Transit Authority, but not arising out of any negligent act or omission of TOWN. TOWN hereby agrees to defend, indemnify and hold harmless Manchester Transit Authority, including all directors, officers, employees, affiliates, parent company or companies, subsidiaries and agents, from and against any and all losses, liabilities, claims, demands, costs and expenses, including attorney's fees, of whatever kind or nature arising out of a breach of this Agreement by TOWN or any negligent act or omission by TOWN, but not arising out of any negligent act or omission of Manchester Transit Authority. Each party's obligations under this paragraph shall survive termination of this Agreement.

6) SAFETY & TRAINING:

Manchester Transit Authority shall be solely responsible to provide adequate safety training and to publish proper workplace safety rules and guidelines to its employees.

7) INSURANCE:

- A. Manchester Transit Authority shall furnish and keep in full force and effect, at all times during the term of this Agreement, workers' compensation insurance coverage for all of Manchester Transit Authority's employees provided pursuant to this agreement.
- B. Manchester Transit Authority shall maintain at all times and at its own cost, policies of general liability and automobile liability insurance for actions arising out of acts and omissions of Manchester Transit Authority employees occurring during the course of employment.
- C. Each such policy shall provide liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- D. Manchester Transit Authority, and Manchester Transit Authority employees who perform services for TOWN, shall be insured against any and all claims of any nature whatsoever, regardless of the type of injury alleged, arising from any error, act or omission attributable to any Manchester Transit Authority employee.

8) ATTORNEY'S FEES:

In any action to enforce any of the provisions of this Agreement, the Party seeking to enforce this Agreement shall be entitled to recover costs and expenses incurred in any such litigation, including reasonable attorney's fees, in addition to all the rights and remedies at law.

9) COMPLIANCE WITH LAWS:

TOWN and Manchester Transit Authority shall comply with all applicable laws and regulations whether federal, state or local. Neither Manchester Transit Authority nor TOWN shall discriminate on the basis of national origin, race, color, religion, age or sex.

10) NOTICES:

Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, to Manchester Transit Authority and/or TOWN, as the case may be, at the offices specified above.

11) WAIVER OF BREACH:

The waiver of a breach of any provision of this Agreement by either Party shall not operate or be construed as a waiver of any subsequent breach by either Party. No waiver shall be valid unless it is in writing and signed by an authorized officer of the Party granting the waiver.

12) ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the Parties. It may not be changed orally but only by an agreement that is in writing and signed by the Parties hereto. Paragraph headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13) GOVERNING LAW:

This Agreement shall be governed and construed under the laws of the State of New Hampshire, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of July 1, 2015.

Manchester Transit Authority



By: Mike Whitten
Title: Executive Director

Town of Goffstown



By: Sue Desruisseaux
Title: Town Administrator