

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY TRANSIT OF UNITED COMMUNITY ACTION PARTNERSHIP
AND
CITY OF MARSHALL**

THIS AGREEMENT, is made on March 18, 2024 (“Effective Date”) by and between **Community Transit of United Community Action Partnership**, 1400 South Saratoga St. Marshall, MN 56258 (“UCAP”) and the **City of Marshall**, 344 West Main St. Marshall, MN 56258 (the “City”), collectively referred to as “the Parties”, represents a mutual understanding between the parties.

WHEREAS, UCAP has been awarded grant funds under the Minnesota Department of Transportation Large Capital Grant Program; and

WHEREAS, these funds will be utilized to fund Project ST-007: UCAP Bus Shelter Construction Project (“the Project”), for purposes to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the City of Marshall; and

WHEREAS, reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards and passenger shelters will be installed to improve safety for passengers waiting for the bus; and

WHEREAS, an application requesting \$207,000 was awarded where the breakdown is 80 percent State/20 percent Local Share of eligible items; and

WHEREAS, the project will benefit the public in the City by making public transportation more accessible and safe; and

WHEREAS, City engineering staff has expertise in planning these types of improvements.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

RESPONSIBILITIES OF PARTIES

- 1) UCAP will be responsible for the following:
 - a. Will provide local financial support of 20% of the project’s total cost, not to exceed \$207,000 without requiring further consent and agreement from UCAP.
 - b. Will enter a grant agreement with MNDOT.
 - c. Will administer funds and supply payments for project.
 - d. Will serve as the responsible party that contracts with the contractor for construction of the improvements.
 - e. Will provide public involvement of the project through public meetings and solicitation of comments.
 - f. Will pay City of Marshall for engineering services within fourteen (14) days of receiving invoice from City. Engineering costs will be calculated as 16% of the final construction cost for the project. Costs are estimated at \$33,120, based on a \$207,000 construction contract.
 - g. Will be responsible for snow removal, maintenance, and general accessibility of the bus shelter areas.

- 2) The City of Marshall will be responsible for engineering services for the project identified as the Project above.
 - a. Will provide engineering design, project inspection, and general project administration of the

- construction of sidewalks, curbs, installation of shelters, and other safety features identified in the project.
- b. Will facilitate a construction contract between UCAP and the Contractor and initiate a notice to proceed on the project.
 - c. Will generate project pay requests to identify construction project payment amounts owed to the contractor and submit pay requests monthly and in a timely manner for UCAP processing and payment.
 - d. Will invoice UCAP for engineering services, in a lump sum amount, and estimated at \$33,120, upon project substantial completion. Substantial completion is defined as October 4, 2024.

TERM OF AGREEMENT

This agreement shall remain in effect from the Effective Date until completion of the project and final billing of UCAP by the City or until either party provides written notice to the other of its intention to cancel.

AMENDMENT

This Agreement may be amended or modified as mutually agreed upon by the Parties.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities.

If at any time either Party is unable to perform their duties or responsibilities under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall either (i) immediately provide written notice to the other Party to establish a date for resolution of the matter; or (ii) if no resolution is possible, then provide notice of termination as provided in this Agreement.

NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY CLAUSE

In the event that any provision of this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this Agreement may assign or transfer the responsibilities or agreement made herein.

DATA PRACTICES

The Parties understand that the City is a public entity subject to Data Practices laws and that the Parties must comply with those laws.

ENTIRE UNDERSTANDING

This Agreement supersedes the Memorandum of Understanding executed by UCAP on 01/19/2022 and the City of Marshall on 11/23/2021.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Executed on 03/18/2024

Executed on 3-26-24

Debi Brandt

Robert J. Byrnes

Deb Brandt, Executive Director
United Community Action Partnership

Robert J. Byrnes, Mayor
City of Marshall

Attested to by:

Steph...

City Clerk