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## UNITED COMMUNITY ACTION PARTNERSHIP TRANSPORTATION AGREEMENT

THIS AGREEMENT, as set forth herein between United Community Action Partnership (hereinafter referred to as UCAP) and City of Marshall (hereinafter referred to as City) represents a mutual understanding and commitment on behalf of both contractual parties to cooperatively support, provide and administer public transportation services as outlined below.

I. **PURPOSE:** The purpose of this Agreement is to designate administration and operation of Community Transit services within the City of Marshall. Administration, dispatching and operations, plus other policy requirements will be the responsibility of UCAP. The City will provide to UCAP financial support and involvement in the operation of public transportation within the City of Marshall service area.

### II. OBLIGATION OF THE PARTIES:

#### A. **United Community Action Partnership shall:**

1. Serve as the MN/DOT Grantee and the administrator/dispatcher of Community Transit services in the City of Marshall service area. All state, federal and local policy requirements governing transportation will be followed.
2. Administer the program, hire drivers to operate the buses and obtain necessary maintenance and storage for the vehicles.
3. Agree to keep and maintain good and proper business records of all services and costs provided for under this Agreement. These records will be available for review to the City upon reasonable notice.
4. Agree to work cooperatively with the City and a Transit Advisory Committee (T.A.C.), which involves community representatives to develop and carry out program policy, organizational structure and monitoring of Community Transit services. Goals will be to enhance safe, quality, and cost-efficient transit operations for the general public and agency/business clients.
5. Agree that in order to protect itself, as well as the City from claims arising out of operational activities under this Agreement, that UCAP will acquire and keep in force insurance as follows:

**General Liability Coverage:**

- The minimum limits of liability shall be:  
\$3,000,000 Aggregate  
\$3,000,000 Products and Completed Operations Aggregate  
\$1,500,000 Personal Injury and Advertising Injury  
\$1,500,000 Each Occurrence  
\$ 100,000 Fire Damage Limit  
\$ 5,000 Medical Expenses
- The policy should be written on an occurrence basis, not a claims-made basis.
- Excess umbrella/liability coverage may be used to reach the total recommended limits.

**Auto Liability Coverage:**

- The minimum limits of liability shall be:
  - A Combined Single Limit: \$1,500,000 per occurrence.
- Auto coverage shall include:
  - Any Auto, including Hired and Non-Owned.
- Excess umbrella/liability coverage may be used to reach the total recommended limits.

At all time, UCAP shall at a minimum carry insurance with limits not less than the tort liability limitations set forth in Minnesota Statutes Chapter 466 and shall maintain statutory Workers Compensation as required by law. UCAP shall also maintain physical damage coverage on all buses purchased for Community Transit services operating in the City's service area.

The City shall be endorsed as an Additional Insured on policies obtained to operate Community Transit vehicles in the City of Marshall service area and Certificates of Coverage evidencing the coverage required under this clause must be provided to the City on an annual basis during the terms of this notice of cancellation, nonrenewal, or material change to all named and additional insured.

**B. The City shall:**

1. Provide local share to cover a portion up to 15% match needed for operations, **only** if passenger fares do not meet or exceed the grant requirement and provided the amount requested is approved in advance by the City Council. It will be the responsibility of UCAP and the Advisory Committee to monitor and inform the City Council if local share funds will be needed or what other action will be taken if fares appear they will not cover the local share needed for operating. Based on current funding from MNDOT, no local share funding from local levy is expected for the year 2020.
2. Provide financial compensation for up to 20% of the capital replacement costs for vehicles that meet the MNDOT replacement criteria and any other vehicle

purchases as approved by all parties for Community Transit services in the City of Marshall service area. For 2020, two replacement vehicles are scheduled for replacement. The estimated amount is \$176,000. **Local share is requested in the amount of \$17,600.**

3. Provide representation to serve on the Transit Advisory Committee to assist in the development and monitoring of goals, marketing, and general service delivery of the Community Transit Operational Policies administered by UCAP.

**C. General Terms:**

1. Continuation of this Agreement is subject to satisfactory performance and State, Federal and local funding.
2. Any modifications or amendments to this Agreement shall be in writing and when signed by all parties shall be made a part hereof.
3. This Agreement may be terminated by either party upon 180 days written notice to the other.
4. UCAP will comply with all terms of bid specifications for the Community Transit operations in the City of Marshall.
5. The City shall have no legal responsibility for the administration, operation and maintenance of the Community Transit system except their financial contribution under B1 and B2 above.
6. UCAP agrees to indemnify, release and hold harmless the City, its employees and agents from all claims, loss, liability or expense (including attorney's fees) arising from bodily injury, property damage or death to any person or persons resulting directly or indirectly from the provision of transportation services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates signed below to become effective as of January 1, 2020. The individuals signing this Agreement represent UCAP and the City, and have the power and authority to enter into this Agreement. This Agreement constitutes a valid and binding obligation of each party.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Mayor  
City of Marshall

\_\_\_\_\_  
Board Member  
United Community Action Partnership

\_\_\_\_\_  
City Clerk  
City of Marshall

\_\_\_\_\_  
Executive Director  
United Community Action Partnership