



## RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, DANIEL WEBSTER COLLEGE, TOWN OF HUDSON, TOWN OF MERRIMACK, SOUHEGAN VALLEY TRANSPORTATION COLLABORATIVE, AND THE PLUS COMPANY FOR TRANSIT SERVICES**

### *CITY OF NASHUA*

*In the Year Two Thousand and Fifteen*

**RESOLVED** by the Board of Alderman of the City of Nashua that the City is authorized to enter into the attached contracts with Nashua Community College, Rivier University, Daniel Webster College, Town of Hudson, Town of Merrimack, Souhegan Valley Transportation Collaborative, and the Plus Company for transit services for the period of July 1, 2015 through June 30, 2016.

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Nashua Community College  
"UPASS" TRANSPORTATION AGREEMENT  
School Year 2015 - 2016**

THIS AGREEMENT made as of May 27, 2015, is by and between the **City of Nashua, New Hampshire/Nashua Transit System ("NTS")**, and the **Nashua Community College ("College")**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the College with a principal mailing address of \_\_\_\_\_.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILEGES**

1.1 A valid Nashua Community College student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Nashua Community College student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the College per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by College students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2015 through June 30, 2016

3.2 If the College desires to continue this program after June 30, 2016, NTS must receive written notification to include expected levels of service by May 1, 2016. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the College shall be \$25,272.00

4.2 The College shall pay NTS as follows:

- a. \$12,636.00 due by July 15, 2015
- b. \$12,636.00 due by January 15, 2016

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the College. The College and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The College shall not have, and shall not exercise any control over NTS's bus service. The College shall not have and shall not exercise any control or supervision over drivers of the buses used in said service, who shall be supervised by NTS management personnel.

6.2 It is understood that the College will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the College to develop a marketing plan to market the UPass program

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the College for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the College then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the College of what the College considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the College be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the College may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the College. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

CITY OF NASHUA/NTS

BY: \_\_\_\_\_  
Mayor Donnalee Lozeau

\_\_\_\_\_  
Date

NASHUA COMMUNITY COLLEGE

BY: William McIntyre, VPAA  
(Print Name & Title)

William McIntyre  
(signature)

May 27, 2015  
Date

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Rivier University  
"UPASS" TRANSPORTATION AGREEMENT  
School Year 2015 - 2016**

THIS AGREEMENT made as of May 31, 2015, is by and between the City of Nashua, New Hampshire/Nashua Transit System ("NTS"), and the Rivier University ("University"). NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the University is a private school, with a principal mailing address of 420 S. Main St. Nashua, NH 03063

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILEGES**

1.1 A valid Rivier University student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Rivier University student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the University per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by University students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2015 through June 30, 2016.

3.2 If the University desires to continue this program after June 30, 2016, NTS must receive written notification to include expected levels of service by May 1, 2016. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the University shall be \$25,512.00

4.2 The University shall pay NTS as follows:

- a. \$12,756.00 due by July 15, 2015
- b. \$12,756.00 due by January 15, 2016

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the University. The University and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The University shall not have, and shall not exercise any control over NTS's bus service. The University shall not have and shall not exercise any control or supervision over drivers of the buses used in said service, who shall be supervised by NTS management personnel.

6.2 It is understood that the University will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the University to develop a marketing plan to market the UPass program.

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the University for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the University then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the University of what the University considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the University be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the University may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

#### **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the University. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

#### **10. NOTICE**

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#### **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

CITY OF NASHUA/NTS

BY: \_\_\_\_\_  
Mayor Donnalee Lozeau

\_\_\_\_\_  
Date

RIVIER UNIVERSITY

BY: Brent Winger Vice President for Finance & Administration  
(Print Name & Title)

  
(signature)

6/2/2015  
Date

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Daniel Webster College  
"UPASS" TRANSPORTATION AGREEMENT  
School Year 2015 - 2016**

THIS AGREEMENT made as of May 29, 2015, is by and between the **City of Nashua, New Hampshire/Nashua Transit System ("NTS")**, and the **Daniel Webster College ("College")**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the College with a principal mailing address of 20 University Drive, Nashua, NH 03063.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILLEGES**

1.1 A valid Daniel Webster College student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Daniel Webster College student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the College per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by College students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2015 through June 30, 2016.

3.2 If the College desires to continue this program after June 30, 2016, NTS must receive written notification to include expected levels of service by May 1, 2016. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the College shall be \$3,755.00.

4.2 The College shall pay NTS as follows:

- a. \$1,877.50 due by July 15, 2015
- b. \$1,877.50 due by January 15, 2016

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the College. The College and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The College shall not have, and shall not exercise any control over NTS's bus service. The College shall not have and shall not exercise any control or supervision over drivers of the buses used in said service, who shall be supervised by NTS management personnel.

6.2 It is understood that the College will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the College to develop a marketing plan to market the UPass program

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the College for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the College then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the College of what the College considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the College be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the College may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the College. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.



**City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Hudson, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2015 thru June 30, 2106**

This agreement made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Hudson, New Hampshire, ("Town");

**1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2015 and shall terminate automatically on June 30, 2016.

**2. UNDERSTANDING OF THE WORK**

The Provider understands that the Town is seeking paratransit/demand response transportation services for eligible disabled persons and Seniors Citizens to and from locations in Merrimack, Nashua and Hudson, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM – 6PM including travel time to/from the Nashua garage.

**3. RIDER ELIGIBILITY**

A "Qualified Rider" shall mean any person residing in the Town who has submitted an application and been approved for paratransit services by the Town in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

**4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.
- C. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- D. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").

I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.

II. The driver CANNOT do the following:

- a. Help with excessive packages (2 bag limit, no large packages).
- b. Go beyond the doorway into a building to assist Qualified Riders.
- c. For lengthy periods of time, leave their vehicles unattended.
- d. Lose the ability to keep their vehicles under visual observation.
- e. Take action that would clearly be unsafe.
- f. Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

E. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.

F. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.

G. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

## 5. TOWN'S RESPONSIBILITY

A. The Town shall provide the Provider copies of applications for approved Qualified Riders for the Town City Lift/Paratransit Services per this Agreement for Service.

I. Approved Qualified Rider applications received by the Town will be emailed or otherwise delivered in hardcopy to a designated person at the Provider.

II. The Provider will make every effort to process approved Qualified Rider applications expeditiously, but processing may take up to 10 business days.

B. The Town will approve Qualified Riders for the Merrimack City-Lift Service who meet the following criteria:

I. An individual who qualifies under the Americans with Disabilities Act (ADA) as having a disability

II. An individual whom is sixty-five (65) years of age or older.

## 6. RESERVATIONS

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

ADA-eligible riders receive priority in scheduling. When scheduling conflicts arise, The Provider will work with the Town to ensure rides are prioritized by those living with a

disability over rides reserved by senior citizens. The Merrimack van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the Paratransit service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the Paratransit. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

**6. SPECIAL CONDITIONS**

A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.

B. The Provider will be closed on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

**7. COMPENSATION**

A. The Town agrees to pay the Provider \$41.57 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. At a projected average of 2 hours of service per day, the Town has agreed to a total of up to 426 hours of service, with an estimated Farebox Revenue of \$4,000 for a total billable cost of \$13,691 (see table below).

| Hudson Cost per Hour | Projected Hours of Service | Annual Cost | Estimated Farebox Revenue | Cost for FY16 |
|----------------------|----------------------------|-------------|---------------------------|---------------|
| \$41.57              | 426                        | \$17,691    | \$4,000                   | \$13,691      |

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

| One-Way Farebox Rates | Destination |        |           |
|-----------------------|-------------|--------|-----------|
|                       | Nashua      | Hudson | Merrimack |
| Hudson Origin Ride    | \$5.50      | \$3.50 | \$7.50    |

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 426 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 85 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional services hours at the same rates as described herein. If the Town expends 426 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 426 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. **RELATIONSHIP**

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and other employees of the Provider are not subject to the control or supervision of the Town.

9. **INDEMNITY**

To the extent of its liability insurance coverage, the Town agrees to indemnify the Provider of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Town shall provide the Provider proof of insurance upon request.

10. **TITLE VI ASSURANCES**

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

11. **CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

12. **EARLY TERMINATION**

This agreement may be terminated at anytime with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

13. **AMENDMENTS.**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

14. **COMMUNICATIONS.**

The mailing address of the Provider is:  
*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:  
*(603) 880-0100*

The contact person is:  
*Christopher Clow, Transportation Manager*

The mailing address of the Town is:  
*Town of Merrimack  
6 Baboosic Lake Rd  
Merrimack, NH 03054-0940*

and its telephone number is:  
*(603) 424-7075*

The contact person for the Town is:  
*Paul Mikali - Finance Director*

15. **CHOICE OF LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

**16. ENTIRE AGREEMENT.**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
DonnaLee Lozeau, Mayor

\_\_\_\_\_  
Witness

TOWN: Town of Merrimack, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

**City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Merrimack, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2015 thru June 30, 2106**

This agreement made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Merrimack, New Hampshire, ("Town");

**1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2015 and shall terminate automatically on June 30, 2016.

**2. UNDERSTANDING OF THE WORK**

The Provider understands that the Town is seeking paratransit/demand response transportation services for eligible disabled persons and Seniors Citizens to and from locations in Merrimack, Nashua and Hudson, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM – 6PM including travel time to/from the Nashua garage.

**3. RIDER ELIGIBILITY**

A "Qualified Rider" shall mean any person residing in the Town who has submitted an application and been approved for paratransit services by the Town in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

**4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.
- C. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- D. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").

I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.

II. The driver CANNOT do the following:

- a. Help with excessive packages (2 bag limit, no large packages).
- b. Go beyond the doorway into a building to assist Qualified Riders.
- c. For lengthy periods of time, leave their vehicles unattended.
- d. Lose the ability to keep their vehicles under visual observation.
- e. Take action that would clearly be unsafe.
- f. Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

E. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.

F. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.

G. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

**5. TOWN'S RESPONSIBILITY**

A. The Town shall provide the Provider copies of applications for approved Qualified Riders for the Town City Lift/Paratransit Services per this Agreement for Service.

- I. Approved Qualified Rider applications received by the Town will be emailed or otherwise delivered in hardcopy to a designated person at the Provider.
- II. The Provider will make every effort to process approved Qualified Rider applications expeditiously, but processing may take up to 10 business days.

B. The Town will approve Qualified Riders for the Merrimack City-Lift Service who meet the following criteria:

- I. An individual who qualifies under the Americans with Disabilities Act (ADA) as having a disability
- II. An individual whom is sixty-five (65) years of age or older.

**6. RESERVATIONS**

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

ADA-eligible riders receive priority in scheduling. When scheduling conflicts arise. The Provider will work with the Town to ensure rides are prioritized by those living with a

disability over rides reserved by senior citizens. The Merrimack van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the Paratransit service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the Paratransit. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame )

**6. SPECIAL CONDITIONS**

A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.

B. The Provider will be closed on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

**7. COMPENSATION**

A. The Town agrees to pay the Provider \$41.57 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. At a projected average of 4.25 hours of service per day, the Town has agreed to a total of up to 1084 hours of service, with an estimated Farebox Revenue of \$13,582 for a total billable cost of \$31,480 (see table below).

| Merrimack Cost per Hour | Projected Hours of Service | Annual Cost | Estimated Farebox Revenue | Cost for FY16   |
|-------------------------|----------------------------|-------------|---------------------------|-----------------|
| \$41.57                 | 1084                       | \$45,062    | \$13,582                  | <b>\$31,480</b> |

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

| One-Way Farebox Rates | Destination |        |           |
|-----------------------|-------------|--------|-----------|
|                       | Nashua      | Hudson | Merrimack |
| Merrimack Origin Ride | \$4.00      | \$6.00 | \$2.00    |

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 1084 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 217 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional services hours at the same rates as described herein. If the Town expends 1084 service hours and chooses not to pay for additional services hours, The Provider will curtail services once a total of 1084 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. **RELATIONSHIP**

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and other employees of the Provider are not subject to the control or supervision of the Town.

9. **INDEMNITY**

To the extent of its liability insurance coverage, the Town agrees to indemnify the Provider of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Town shall provide the Provider proof of insurance upon request.

10. **TITLE VI ASSURANCES**

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

**11. CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

**12. EARLY TERMINATION**

This agreement may be terminated at anytime with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

**13. AMENDMENTS.**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

**14. COMMUNICATIONS.**

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Christopher Clow, Transportation Manager*

The mailing address of the Town is:

*Town of Merrimack  
6 Baboosic Lake Rd  
Merrimack, NH 03054-0940*

and its telephone number is:

*(603) 424-7075*

The contact person for the Town is:

*Paul Mikali – Finance Director*

**15. CHOICE OF LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

**16. ENTIRE AGREEMENT.**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
Donnalee Lozeau, Mayor

\_\_\_\_\_  
Witness

TOWN: Town of Merrimack, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

## SERVICE AGREEMENT

This Agreement between **The City of Nashua**, a New Hampshire municipal corporation, 229 Main Street, Nashua, NH 03061 ("CITY"), the **Souhegan Valley Transportation Collaborative**, a New Hampshire nonprofit corporation, P.O. Box 753, Hollis, NH 03049 ("SVTC") and **Nashua Regional Planning Commission**, a Regional Planning Commission pursuant to RSA 36:45-53, as fiscal agent for SVTC, 9 Executive Park Drive, Suite 201, Merrimack, NH 03054 ("NRPC").

WHEREAS: CITY operates the Nashua Transit System ("NTS") and has excess capacity to provide Paratransit Services as described herein; and

WHEREAS: SVTC provides wheelchair accessible rides to non-emergency medical appointments and to fulfill fundamental needs such as grocery shopping and essential personal appointments to persons in need residing in any of the communities participating in the funding of SVTC.

WHEREAS: CITY has been authorized by its Board of Alderman and SVTC and NRPC have been authorized by their respective Board of Directors to enter into this Agreement;

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

### DEFINITIONS SECTION

"Paratransit Service" includes NTS vehicles, drivers, monthly service reporting, other reporting as described in this Agreement and call center operations. Paratransit Service also includes NTS transportation to and from, but is not limited to, the following for Qualified Riders:

- o Healthcare appointments including but not limited to doctor visits, outpatient services, counseling, laboratory visits, pharmacies and dialysis
- o Social service appointments including SHARE, DHHS and SSA
- o Municipal offices including Town Halls and local libraries in the participating towns
- o Local community dining locations in participating towns sponsored by St Joseph Community Services
- o Local senior activity locations including the Milford Area, Hollis and Brookline Seniors, the Parkhurst Place Community Room, and the Nashua Senior Activity Center and Nashua YMCA
- o On days agreed upon by SVTC and NTS rides are available for shopping at predetermined locations in participating Souhegan Valley towns and Nashua Local Courts in any of the participating towns or Nashua
- o SVTC may submit written requests for modifications to scheduled shopping days or locations with 21 days' notice to NTS operations

"Holidays" shall mean New Years Day, Memorial Day, July 4<sup>th</sup> Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Participating Towns" shall mean Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton, New Hampshire.

"Qualified Rider" shall mean any person residing in a Participating Town pursuant to Section 1.5 below. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider." Individuals admitted to rehabilitation centers in Participating Towns for short-term rehab and who have previously used the Paratransit Service may continue to do so provided all other transportation funding sources have been exhausted.

## **SECTION 1: SERVICES AND SERVICE AREA**

1.1 CITY shall provide, through NTS, Paratransit Services for Qualified Riders subject to this Agreement and the NTS terms and conditions of ridership within and to the boundaries of Nashua, Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton, New Hampshire which are lawfully in effect on the 1st day of July, 2015.

1.2 CITY shall provide, through NTS, and SVTC shall purchase at the rate set forth in Section 3.1 thirteen (13) hours per day of scheduled Paratransit Service Monday through Friday, excluding Holidays, for a monthly total of schedule service hours equal to the number of service days in the month multiplied by 13 contracted hours of service (# of services day X 13 hours = total monthly contracted service hours).

- o At no time shall the monthly allotment of contracted service hours be exceeded without just compensation to NTS.
- o If the monthly allotment of schedule service hours are found to be in excess of monthly contracted service hours, NTS will bill SVTC for each hour of overage at the rate set forth in Section 3.1.
- o CITY shall provide, through NTS, SVTC notice via phone or email on a monthly basis when 80% of the total contract hours has been exceeded.

1.3 The hours of operation for service shall be Monday through Friday 8AM – 6PM including travel time to/from the Nashua garage, excluding Holidays.

1.4 Any expansion or diminishment of Paratransit Services will require written agreement from both CITY and SVTC, and may require changes to the amount of service hours purchased and/or the hourly rate or both.

### **1.5 Applications.**

Applications for Paratransit Services will include a copy of the NTS *No Show and Cancellation Policy*. Applications received by SVTC will be emailed or otherwise delivered in hardcopy to a designated person at NTS. Applications received by NTS will be emailed or otherwise delivered in hardcopy to a designated person at SVTC. Every effort will be made by NTS to process applications as soon as possible, but processing may take up to 10 business days. In extreme circumstances, NTS will make every effort to process the application expeditiously, depending on scheduling.

### **1.6 Reservations.**

Reservations must be made two business days in advance and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Healthcare related trips take priority over all other types of rides. When scheduling conflicts arise, NTS will work with SVTC, to ensure rides are prioritized by senior citizens and those living with a disability over rides reserved by other residents. The SVTC van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the Paratransit service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

| Total Travel Time |   |                        |
|-------------------|---|------------------------|
| Travel Times      | Amherst, Brookline, Hollis, and Milford | Mont Vernon and Wilton |
| In-Town Trips     | 1 hour                                  | 1 hour                 |
| Out of Town Trips | 1.5 hours                               | 1.5 hours              |
| To Nashua         | 1.5 hours                               | 2 hours                |

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time. Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the Paratransit. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

**1.7 Shopping.**

Shopping is available on weekdays, as agreed upon by SVTC and NTS, for Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton. A minimum of 1 hour is scheduled for passenger(s) to complete shopping per destination. Due to safety and space limitations on vehicles there is a 2 shopping bag limit per rider. Passengers must be able to manage their shopping bags as NTS drivers are not able to assist. For safety and space considerations, folding shopping carts are not allowed on the NTS Paratransit.

**1.8 Safety.**

After prior approval from NTS Supervisors, which approval shall be at his or her sole discretion, NTS drivers will go into driveways with safe turn around access. This is necessary to ensure adequate space is available for Paratransit to turn around. If NTS determines a driveway is unsafe to enter, NTS will notify SVTC and the rider. Drivers are able to assist passengers in boarding or disembarking safely from the Paratransit. As noted previously drivers cannot assist with shopping bags.

When asked, drivers will assist passengers with securing seatbelts. Drivers will secure all wheelchairs or scooters. Drivers will assist riders from and to origin and destination doors unless the access way is not safe due to snow or ice or other unforeseen obstacles.

## **1.9 No Shows and Cancellations.**

### **The NTS *No Show Policy* :**

- 1<sup>st</sup> no show = letter
  - 2<sup>nd</sup> no show = 2<sup>nd</sup> letter
  - 3<sup>rd</sup> no show = A letter is issued notifying the rider of 15 day suspension. The rider is allowed a 15 day period, to file an appeal with NTS, prior to the start of the suspension period.
  - Each subsequent no show results in an additional 15 day suspension.
  - All no shows are tracked on a monthly basis from date of 1<sup>st</sup> no show, and will be tracked for six months. After six months the no show will remain on file but will no longer be included in the six month accrual period.
- The NTS Cancellation Policy:
    - All cancellations by SVTC passengers require a one (1) hour notice, due to the amount of travel time for Town's outside of Nashua, prior to the scheduled pick up time or they will be considered a no show.
  - NTS will notify SVTC in writing via email or otherwise delivered in hard copy when a passenger is being sent a suspension letter. A passenger may appeal a decision by NTS to SVTC as per the SVTC *Passenger Appeals Policy* (dated June 2011, or as amended)
  - On a case-by-case basis, with extenuating circumstances, SVTC and NTS will work with individual passengers on utilizing alternate transportation plans to address unique needs. Any amendments or changes to passenger policies by NTS or SVTC will be communicated to the other party in a timely manner.

## **SECTION 2: TERM**

This agreement shall be effective as of July 1, 2015 and shall terminate on June 30, 2016, unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

## **SECTION 3: SVTC RATE, FARES AND PAYMENT**

**3.1** SVTC shall pay \$51.38 per hour for contracted or scheduled Paratransit Service.

### **3.2 Fares.**

Each one way ride is \$2.00 per person. Personal Care Assistants ride at no cost while accompanying a paid rider. Children age 5 and under ride free but must be accompanied by an adult. Guest(s) are an additional \$2.00 per person, and are treated as a separate rider. NTS must be notified about the guest(s) when the ride is scheduled. Each SVTC Bus Fare Pass provides 1 one-way ride free of charge to the passenger.

### **3.3 Billing and Payment.**

SVTC is obligated to pay Paratransit Fare Pass and Free Bus Fare fees on a quarterly basis.

NTS shall submit quarterly bills for the Purchase of Paratransit Services and the Free Bus Fare Program rides to NRPC.

NRPC will review the Purchase of Paratransit Service bill and request approval by SVTC and submit to NHDOT. Upon approval by SVTC, NRPC will submit the quarterly Purchase of Paratransit Services invoice to NHDOT for payment. Once payment is received from NHDOT, NRPC will release the payment to NTS.

NRPC will send the NTS Free Bus Fare Program bill to NRPC for SVTC to review for review and approval. Once approved, NRPC, acting as SVTC's fiscal agent, will release payment to NTS. In the event that SVTC assumes financial management of its resources, SVTC will release said payment to NTS.

3.4 SVTC may conduct service and financial audits for services operated with any funding from SVTC.

## **SECTION 4: CITY RESPONSIBILITY**

4.1 The CITY shall provide reasonable financial and operational data to SVTC with respect to all transportation services, as requested from time to time.

4.2 In performing hereunder, CITY shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.

### **4.3 Interruption of Service/Non-Performance**

CITY and NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of CITY or NTS.

## **SECTION 5:**

### **5.1 Records.**

i) The Federal Transit Administration (FTA), the NHDOT, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

ii) NTS will provide a ridership information report to SVTC for each month that Paratransit Service is provided. Substantive modifications to the content or format of the report as developed between 2008 and 2015 will be mutually agreed to in writing by SVTC and NTS.

- iii) From time to time, additional information may be needed for such things as securing funding and meeting grant requirements. SVTC and NTS will review these requirements in advance to arrive at a mutually agreed upon dataset and timeframe.
- iv) NTS shall provide the Hours-Miles-Mobility-Denial report to NRPC on a quarterly basis.
- v) NTS shall provide an updated copy of the client list upon request to SVTC but not more than four times per calendar year.

#### **5.2 Covenant Against Contingent Fees.**

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, CITY Council, the SVTC Board or any employee of CITY or SVTC, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work. Minor alterations in the character of work shall be authorized in writing by SVTC and acknowledged by CITY by letter.

#### **5.4 Termination**

SVTC and CITY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate the service provided for in this Agreement, or any portion thereof. Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination, CITY shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by other funding sources or contracts and any costs attributing to Section 13(c) of the Federal Transit Act of 1964, as amended, the total of which is hereinafter referred to as "termination costs." If SVTC has paid CITY sums in excess of the termination costs, CITY shall refund the excess; if SVTC has paid CITY an amount less than the termination costs, then SVTC shall pay to CITY an amount equal to the difference between the termination costs and the amount that SVTC has already paid under this Agreement within thirty (30) days.

#### **5.5 Additional Work.**

Additional work, when authorized by executed contract change order or supplement agreement, shall be compensated for by a fee, mutually agreed upon by CITY and SVTC.

#### **5.6 Successors and Assigns.**

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

#### **5.7 Title VI Assurances**

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

## **5.8 Civil Rights**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

## **SECTION 6: INDEMNIFICATION**

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.

## **SECTION 7: AMENDMENT**

This Agreement may be amended in whole or in part by written agreement of the parties.

## **SECTION 8: RELATIONSHIP OF PARTIES**

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

## **SECTION 9: INTEGRATION**

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

## **SECTION 10: CHOICE OF LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

## **SECTION 11: SEVERABILITY**

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

## **SECTION 12: NO ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that SVTC may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

## **SECTION 13: WAIVER**

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

## **SECTION 14: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

## **SECTION 15: CAPTIONS**

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

## **SECTION 16: NOTICES**

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by electronic mail (email), sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to SVTC:  
Attention:  
Denise Townsend, Board of Directors Chairman  
Souhegan Valley Rides  
P.O. Box 753  
Hollis, NH 03049

If to CITY:

DonnaLee Lozeau, Mayor  
229 Main St  
PO Box 2019  
Nashua, NH 03061-2019

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the

Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other Party as provided in this paragraph. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

**SECTION 19: LEGAL COMPLIANCE AND PROHIBITION**

To the extent applicable, SVTC and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement.

CITY and SVTC each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. SVTC and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

**City of Nashua**

By: \_\_\_\_\_  
Donnalee Lozeau, Mayor

Date: \_\_\_\_\_

**Souhegan Valley Transportation Collaborative**

By: [Signature]  
Name Title: CHAIRPERSON

Date: 6/8/15

**Nashua Regional Planning Commission**

By: [Signature]  
Name Title: EXECUTIVE DIRECTOR

Date: 6/8/15

## **AGREEMENT FOR TRANSPORTATION SERVICES**

This agreement made and entered into by and between the City of Nashua, Nashua Transit System, hereafter called Provider; and The Plus Company, hereafter called the Agency;

### **1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2015 and shall terminate automatically on June 30, 2016.

### **2. UNDERSTANDING OF THE WORK**

The Provider understands that the Agency is seeking paratransit/demand response transportation services for eligible disabled persons (clients) to and from specific Agency locations and their home. Service will be available Monday through Friday. Clients will arrive at the Agency locations between 6:00 a.m. and 9:00 a.m. Passengers will depart the Agency at approximately 2:00 p.m.

Transportation services currently exist throughout the City of Nashua and the Towns of Merrimack and Hudson. Additional clients may be added to the route with advance notification where space is available. The service provided will be origin to destination.

### **3. CLIENT ELIGIBILITY**

Clients who are eligible for service are those that are unable to utilize the Nashua Transit System Fixed Route bus service due to a disability as defined in the Americans With Disabilities Act of 1990 (ADA).

### **4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service that is scheduled daily as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Agency immediately of emergencies that may interrupt the transportation schedule.
- C. The Provider reserves the right to refuse or suspend transportation to any client.
- D. The Provider shall be responsible for safe transportation of passengers. Drivers will assist passengers when entering and exiting vehicles as necessary but will not be able to lose sight of the vehicle or enter any buildings.

### **5. AGENCY'S RESPONSIBILITIES**

- A. The Agency is responsible to notify each client of the necessity to contact the Provider with changes such as names, addresses, destinations and changes in schedules, by 5:00pm, the day before transportation is to be provided.

- B. The Agency is responsible to ensure that each client understands the necessity that the Provider is made aware of any cancellations no later than 5:00pm the day before the scheduled pick up. Failure to meet this deadline will result in the client being charged with cancellation in accordance with the Nashua Transit System no-show/cancellation policy.
- C. The Agency is responsible to ensure that each client is ready for the scheduled pick-up when the van arrives. The Provider will allow a five (5) minute wait window before a no-show is charged. After the 5 minute window the vehicle will leave and may not be able to return depending on their schedule. Trips canceled within 1-hour of the scheduled pick-up window shall receive a no-show. All no-shows will result in the client being charged in accordance with the Nashua Transit System no-show/cancellation policy.
- D. The Agency is responsible to ensure that passengers are waiting in the appropriate locations and that they can safely get to/from the Provider's vehicles.
- E. The Agency is responsible to ensure that all clients are supplied with any special equipment needed to safely be transported.
- F. The Agency shall notify the Provider concerning Agency holidays or closings at least one week in advance, except in cases of emergencies the Provider shall be notified as soon as possible.

6. **SPECIAL CONDITIONS**

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves or other passengers.
- B. The Provider will observe the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day

7. **COMPENSATION**

- A. The Agency agrees to pay the Provider:
  - o \$7.00 per one way trip with an origin and destination within the City of Nashua.
  - o \$9.00 per one way trip with an origin or destination outside the City of Nashua.

- B. The Provider shall notify the Agency of any rate increase at least thirty (30) days in advance of any proposed increase.
- C. The Provider shall invoice the Agency for transportation services at the rate specified in this agreement by the 15<sup>th</sup> working day of the month following the month of services rendered.
- D. The Agency shall reimburse the Provider at the agreed rate upon invoice and not to exceed 15 days. Checks shall be made payable to: Nashua Transit System.

8. **RELATIONSHIP**

The Provider and the Agency are associated with each other only for the purposes and to the extent specified in this Agreement. Subject only to the terms of this Agreement, Provider shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Provider or City of Nashua whatsoever with respect to the indebtedness, liabilities, and obligations of the Agency or any other party.

9. **INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

10. **EARLY TERMINATION**

This agreement may be terminated at anytime with the mutual consent of the Provider and the Agency, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

11. **AMENDMENTS**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Agency. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

12. **COMMUNICATIONS**

The mailing address of the Provider is:  
*Nashua Transit System*  
*11 Riverside St.*  
*Nashua NH, 03062*

and its telephone number is:  
*(603) 880-0100*

The contact person is:  
*Christopher Clow, Transportation Manager*

The mailing address of the Agency is:  
*The PLUS Company  
240 Main Dunstable Road  
Nashua, NH 03062*

and its telephone number is:  
*(603) 889-0652*

The contact person for the Agency is:  
*Kim Shottes – Executive Director*

**15. ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Agency, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
Donnalce Lozeau, Mayor

\_\_\_\_\_  
Witness

AGENCY: The PLUS Company

BY *Kim Shottes* \_\_\_\_\_  
Exec Director

\_\_\_\_\_  
Witness

**LEGISLATIVE YEAR 2015**

**RESOLUTION:** R-15-156

**PURPOSE:** Authorizing the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Daniel Webster College, Town of Hudson, Town of Merrimack, Souhegan Valley Transportation Collaborative, and the Plus Company for transit services

**SPONSOR(S):** Mayor Donnalee Lozeau

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** Revenue for transit department. The Nashua Community College, Rivier University, Daniel Webster College, Town of Hudson, Town of Merrimack, and the Plus Company revenues provide local match to the transit operating grant.

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**ANALYSIS**

This resolution authorizes the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Daniel Webster College, Town of Hudson, Town of Merrimack, Souhegan Valley Transportation Collaborative, and the Plus Company for transit services for the period of July 1, 2015 through June 30, 2016.

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**Approved as to form:** Office of Corporation Counsel

**By:**   
**Date:** July 8, 2015