



MISSOULA URBAN TRANSPORTATION DISTRICT ZERO-FARE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017
By and between _____, a [municipal, nongovernmental, private, public]
corporation organized and existing under the laws of the State of Montana,
_____, hereinafter referred to as “Partner” and **MISSOULA URBAN
TRANSPORTATION DISTRICT**, 1221 Shakespeare Street, Missoula, Montana 59802, hereinafter referred
to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and
sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

- 1. Purpose:** Provide funding toward Mountain Line’s Zero Fare program.
- 2. Term of Agreement:** The initial term for this Agreement shall be January 1, 2018 to December 31, 2020.
- 3. Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services attached hereto as Exhibit A; and
- 4. Timeline and Reporting:** Contractor shall perform work as set forth in Exhibit A. Contractor shall provide the City with status reports as required by the Scope of Services.
- 5. Payment and Schedule:** Partner agrees to pay Contractor a total of _____ dollars (\$_____) over the three-year contract period as detailed herein for services performed pursuant to the Scope of Services.

Time Frame	Amount Due
January 1, 2018 – June 30, 2018	
July 1, 2018 – December 30, 2018	
January 1, 2019 – June 30, 2019	
July 1, 2019 – December 30, 2019	
January 1, 2020 – June 30, 2020	
July 1, 2020 – December 30, 2020	

- 6. Records:** Contractor shall maintain reasonable and sufficient records incident to the performance of this Agreement to enable Partner to document the performance of this Agreement. Contractor shall provide access to those records by Partner and any independent auditor and to representatives of the state or federal government.
- 7. Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent contractor with respect to the other. Employees and agents of each party will not be deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction, or control of Partner.

8. Professional Service: Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. Compliance with Laws: Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. Nondiscrimination and Affirmative Action: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

11. Default and Termination:

a. Termination for cause. If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in Section 14 of this Agreement.

b. Termination without cause. Either party may terminate this agreement without cause by providing the other party a sixty (60) day written notice of its intent to terminate the agreement.

12. Modification and Assignability: This document and its attachments contain the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of Partner. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Public Access to Information: Contractor acknowledges that some signatories to this agreement may be entities with records subject to disclosure under Montana Law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.



14. Principal Contacts:

All notices, demands, consents and reports must be given in writing and delivered personally or mailed to the following designated contacts:

Partner’s designated contact(s)is/ are:

Contractor’s designated contact is:

Corey Aldridge
General Manager
Missoula Urban Transportation District
1221 Shakespeare
Missoula, Montana 59802
(406)543-8386

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. In the event of litigation concerning this Agreement, venue shall be in the 4th Judicial District in and for the County of Missoula, Montana.

16. Severability. Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

17. Waiver. No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

PARTNER

CONTRACTOR

By: _____

By: _____
Corey Aldridge
General Manager
Missoula Urban Transportation District



EXHIBIT A
Scope of Services

Referenced to and made a part of the Professional Services Agreement between the Zero-fare Partners and Missoula Urban Transportation District Zero-Fare Program, dated _____, 2017.

Under the terms of the Professional Services Agreement, Contractor will provide the following services or tasks or work products:

1. Provide transit service at zero cost to passengers from January 1, 2018 until December 31, 2020.
2. Contractor will provide periodic updates to the Zero-fare partners as requested on tasks and accomplishments of general and specific services listed above.