

AGREEMENT

This AGREEMENT is entered into as of this _____ day of December, 2019, by and among the Martha's Vineyard Regional Transit Authority (the "VTA"), the Town of Tisbury (the "Town") and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "SSA").

I. The Parties' Shared Objective.

The parties agree that they share a common objective, namely, to have a reliable shuttle service operating on a year-round basis between the SSA's Vineyard Haven ferry terminal (the "Terminal") and the Town's Park and Ride parking lot (the "Lot") which is designed to ensure that SSA passengers who park in the Lot will make the next scheduled vessel sailing, and that SSA passengers arriving in Vineyard Haven from off-island will have transportation waiting at the Terminal to take them back to the Lot (the "Service"), while at the same time encouraging other individuals visiting Vineyard Haven to park in the Lot and use the Service as well. In order to achieve this common vision, the parties pledge their good faith cooperation and undertake the following specific obligations.

II. Obligations of the Martha's Vineyard Regional Transit Authority.

- A. The VTA will provide and operate a van or other suitable vehicle which will be dedicated to the route between the Terminal and the Lot on a year-round basis.
- B. Although the vehicle may make additional stops along the route, the VTA will ensure that the vehicle's schedule will be designed to ensure to the greatest extent practicable that the vehicle departs the Lot fifteen (15) minutes before each vessel's scheduled departure from the Terminal, and is positioned at the Terminal upon each vessel's scheduled arrival for the benefit of passengers on board the vessel who need to be transported to the Lot. The VTA will submit the vehicle's proposed route and schedule for the Service in advance to both the Town and the SSA for their review and approval, and the Town and the SSA agree that their approval will not be unreasonably withheld.
- C. Except for good cause shown, whenever SSA terminal personnel inform the vehicle's driver no later than fifteen minutes before a scheduled vessel arrival that there are passengers on the vessel who need transportation to the Lot, the VTA will strive to have the vehicle waiting at the Terminal for those passengers when they disembark from the vessel.



- D. The VTA will be responsible for the entire cost of acquiring and maintaining the vehicle. The VTA also will be responsible for all costs necessary to operate the Service on a year-round basis, subject to reimbursement from the SSA of fifty percent (50%) of both the labor cost of the vehicle's drivers and the fuel costs reasonably incurred in connection therewith, and additional payments in the amount of \$200 per month from the SSA as reimbursement for its share of the VTA's maintenance, insurance and painting costs. The VTA will only bill for actual hours of operation.
- E. The VTA will provide the Service free of charge to all passengers.
- F. In cooperation with the SSA, the VTA will use its best efforts to advertise and promote the Service.
- G. The VTA agrees to provide the Town and the SSA with monthly reports as to the number of passengers transported each way between the Lot and the Terminal on a trip-by-trip basis. It is understood that these reports are for all riders, not just passengers using the SSA, and that the reports will be provided on at least a quarterly basis.
- H. The VTA will send the SSA monthly invoices for costs listed in Section II (D).
- I. The VTA will not be required to operate the Service on Thanksgiving or Christmas Day.

III. Obligations of the Town of Tisbury.

- A. The Town will make the Lot available free of charge to all persons who wish to park their vehicles there for three calendar days or less, except that the Town may charge for the parking of commercial trucks. The parties agree, however, that nothing in this Agreement shall restrict the Town's ability to charge for the parking of vehicles at the Lot for periods greater than three calendar days or to restrict or prohibit parking there for periods greater than three calendar days, and, further, that such charges and any methods of collecting and enforcing any such charges, restrictions, and/or prohibition (such as payment management systems, ticketing and towing) shall be left entirely to the Town's sole judgment and discretion.
- B. The Town agrees to patrol the Lot on an enhanced basis to reduce the risk of vandalism to vehicles parked at the Lot.

IV. Obligations of the Steamship Authority.

- A. The SSA will reimburse the VTA for fifty percent (50%) of both the labor cost of the vehicle's drivers and the fuel costs which the VTA reasonably incurs to operate the Service on a year-round basis, and shall make additional payments to the VTA in the amount of \$200 per month as reimbursement for its share of the VTA's maintenance, insurance and painting costs. (See Article II(D) of this Agreement.) The SSA will make such payments to the VTA on a monthly basis.
- B. The SSA will provide, install and maintain equipment on the vehicle and at the Terminal so that there is radio, cellular telephone or other equivalent communication between the vehicle's driver and SSA personnel at the Terminal.
- C. Except for good cause shown, whenever the vehicle's driver informs SSA terminal personnel no later than fifteen minutes before a scheduled vessel departure that there are passengers on the vehicle who want to travel on that vessel, the SSA will strive not to release that vessel for sailing until after the vehicle arrives at the Terminal and the passengers are boarded.
- D. In cooperation with the VTA, the SSA will use its best efforts to advertise and promote the Service, and will take other affirmative steps to inform its passengers of the Service, such as through the distribution of brochures at the Terminal and on its vessels.
- E. Except for good cause or inclement weather, the steamship will provide service on Thanksgiving and Christmas.

V. Joint Obligations and Agreements.

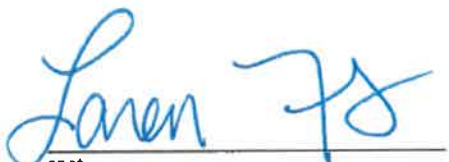
- A. The parties acknowledge and recognize that, during the term of this Agreement, the parties' personnel will enter into appropriate working agreements and understandings pertaining to daily operating matters which may be either written or oral to provide a measure of flexibility, and nothing in this Agreement is intended to preclude or invalidate such agreements or understandings on those types of operating matters.
- B. Upon the request of any party, all three parties will meet to review any or all aspects of the Service for the purpose of determining whether any modifications can be made to improve it while maintaining a necessary level of continuity. In addition, the parties agree that the VTA and the SSA will attend and participate in a meeting of the Town's Selectmen in May of each year to review the Service's history and discuss what, if any, modifications should be made to the Service for the future.



- C. This Agreement shall commence on January 1, 2020 and remain in effect through December 31, 2022. Nothing in this Agreement, whether standing alone or in combination with other events, documents or understandings, will obligate any of the parties to continue its participation in the Service beyond December 31, 2022, and any agreement to do so may be based only on an instrument of equal formality signed by the duly authorized representatives of the respective parties.
- D. The VTA, the Town and the SSA agree that this Agreement shall be executed by each of their duly authorized agents, and that this Agreement shall not become effective until it is so executed on behalf of all three parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

MARTHA'S VINEYARD REGIONAL TRANSIT
AUTHORITY (the "VTA")



Witness


By: 

Angela E. Gompert, Administrator

TOWN OF TISBURY (the "Town")



Witness

By: 

John W. Grande, Town Administrator

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "SSA")



Witness

By: 

Robert H. Davis, General Manager