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*City Attorney's Office  
Hammond IN 46320*

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CERTIFICATION.  
**Document is**  
**NOT OFFICIAL!**

Comes now ANN C. PENNINGTON, Clerk of the Board of Public Works and Safety of the City of Hammond, Indiana and certifies that the foregoing copy is a true and accurate copy of the original Agreement between the Gary Public Transportation Corporation and the City of Hammond by and through its Board of Public Works and Safety, dated September 12, 1977, and Addendum Agreement dated March 16, 1978.



*Ann C. Pennington*  
 Ann C. Pennington, Clerk  
 Board of Public Works & Safety  
 City of Hammond, Indiana



STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

SUBSCRIBED AND SWORN to before me, a Notary Public, this  
  1   day of   May  , 1980

*Mari B. Kish*  
 Mari B. Kish, Notary Public (LAKE)

My Commission Expires:  
 April 12, 1981

STATE OF INDIANA  
 COUNTY OF LAKE  
 WILLIAM HILSNI JR  
 RECORDER  
 MAY 5 11 03 AM '80

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AGREEMENT

This Agreement by and between the Gary Public Transportation Corporation, an Indiana Municipal Corporation with principal offices at 237 West 22nd Avenue in the City of Gary, Lake County, Indiana, hereinafter referred to as "GPTC," and the City of Hammond, Indiana, hereinafter referred to as "Hammond," with principal office at 5925 Calumet Avenue, Hammond, Lake County, Indiana, hereinafter referred to as "Hammond."

WITNESSETH:

WHEREAS, GPTC is organized under the laws of the State of Indiana to provide transportation services in Gary and suburban areas; and

WHEREAS, GPTC is regulated in its business by the Public Service Commission of Indiana and is authorized by such Commission to operate public transportation services within the City of Gary, Indiana, and other places; and

WHEREAS, Hammond desires to furnish public transportation for persons within the City of Hammond and may do so through its Board of Public Works and Safety; and

WHEREAS, Hammond desires GPTC to provide the equipment, personnel, and all other incidental services and expenses to permit Hammond to furnish public transportation in the City of Hammond and GPTC is willing to provide the same under the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations herein it is agreed as follows:

1. GPTC agrees to provide equipment, personnel, and all other incidental services and expenses deemed necessary



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by Hammond to provide bus service over designated routes, attached hereto as Appendix "A" which Appendix is made a part hereof, subject to such changes in routes as may be directed by Hammond and approved by GPTC. Hammond shall designate loading and unloading areas and GPTC will pick up and discharge passengers at the designated loading and unloading areas only. GPTC shall not deviate from the routes without Hammond's written approval; and additional routes and/or changes in the routes as are shown on Appendix "A" shall be made only upon twenty (20) days' notice from Hammond to GPTC with ten (10) days by GPTC to consent to the changes.

2. The term of this Agreement shall commence September 6, 1977, and shall continue through and including December 31, 1979, subject to termination or renewal as hereinafter set forth.

3. GPTC shall furnish a minimum of four (4) buses per day, six (6) days per week, Monday through Saturday, except no service shall be furnished on the following legal holidays: New Year's Day, Memorial Day, July 4th, Thanksgiving, Labor Day and Christmas day. In the event the holiday described falls on a Sunday, there will be no service on the following Monday. Such buses shall operate over the routes set forth in Appendix "A". GPTC shall increase or reduce the number of buses upon five (5) days' notice at any time prior to commencement of the busing program provided in this Agreement and thereafter upon thirty (30) days' prior notice from Hammond however, in no event, shall GPTC be required to furnish more than ten (10) buses for any one day except upon prior agreement by GPTC.

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4. GPTC agrees to furnish clean, air-conditioned, transit type General Motors buses with adult seating capacity of at least 43-passengers in good operating condition. GPTC reserves the right to substitute non-air conditioned buses in order to maintain this service if a sufficient number of air-conditioned buses are not available. It being understood and agreed that all such buses shall be properly licensed and maintained by GPTC.

5. GPTC agrees to replace any bus which fails to operate properly due to accident, maintenance or tire difficulties as quickly as possible.

6. GPTC shall provide bus service on the initial four (4) routes as set forth in Appendix "A" and any routes added hereafter from approximately 6:00 A.M. to 6:00 P.M. daily except Sunday and holidays or during such other hours upon which the parties may agree.

7. GPTC shall secure all licenses and permits including a permit or permits from the Public Service Commission of Indiana to provide service under this Agreement. GPTC will comply fully with all laws, ordinances and regulations of proper public authorities in connection with providing the service in accordance with Paragraph 1 of this instrument.

8. GPTC shall pay all contributions, taxes and premiums payable under Federal, State and Local Laws measured upon the payroll of the employees engaged in the performance of work done under this Agreement and all state, use, excise, transportation, public operational and any other taxes applicable to materials or supplies furnished or work performed hereunder.

9. GPTC shall provide and pay, and secure the payment of:

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A. Compensation for occupational disease and injuries sustained by or death resulting to employees of GPTC as required by law.

B. Contributions and payments with respect to employees of GPTC by State Unemployment Compensation Funds, when and as required by such State Unemployment Compensation Laws.

10. GPTC shall maintain policies of insurance providing combined bodily injury and property damage, automobile liability coverage for buses used by GPTC to provide the service described in Paragraph 1 of this Agreement with limitation of Two Million (\$2,000,000.00) Dollars for each occurrence and blanket excess liability over the base policy for Three Million (\$3,000,000.00) Dollars giving total coverage of Five Million (\$5,000,000.00) Dollars. Hammond shall be named an additional named insured on such policy. GPTC's liability shall be limited to the coverage provided by such policies.

11. GPTC agrees that all bus drivers shall be properly licensed, uniformed and members of Amalgamated Transit Union, AFL-CIO, Division #517.

12. The Board shall pay GPTC for the services to be performed hereunder on a mileage basis. The rate per mile shall be based on the total miles operated in the service including garage to garage miles. The rate per mile shall be computed as follows:

For each month the service is operated, the total monthly system operating expenses per mile shall be computed including the expense of the service provided under this Agreement. A surcharge of 10 percent shall be added to the monthly system operating expenses per mile to determine the Hammond rate per mile. "System operating expenses" are

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defined as those operating expenses as prescribed by the Public Service Commission of Indiana divided by miles run.

GPTC shall certify monthly per mile cost by its internal auditors and shall yearly furnish a certification by Arthur Young and Company (or such other independent auditor as GPTC may employ) as to the certifications. The certification by the independent accountant shall be binding and if necessary adjustments shall be made on the internal company accounting certifications to credit or debit Hammond's contract payments.

13. GPTC shall charge and collect a fare from each passenger according to a tariff filed with the Public Service Commission of Indiana. All fares collected in the operation of the services described in Paragraph 1 shall be credited against the total billing on a monthly basis. Provided, however, should the fares collected exceed the total monthly charge for services under this Agreement, Hammond shall be allowed a credit for the same on the subsequent month's billing, and provided finally that should at the termination or expiration of this Agreement, credit balances remain as a result of the fares collected, GPTC shall remit such credit balance to Hammond within thirty (30) days from the termination or expiration of the Agreement.

14. On or before the 25th day of each calendar month GPTC will submit to Hammond a billing setting forth the total monthly fares collected from the previous month and the net charges due as determined under Paragraph 13. Within thirty (30) days after receipt of said billing, Hammond will pay GPTC the total net charges due.

15. The obligation of GPTC to provide the service set forth in Paragraph 1 shall be suspended during any period

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when GPTC is unable to discharge such obligation by reason of fire, strike, differences with workers, accidents, closing of public highways, compliance with any given order or regulation or other cause beyond the control of GPTC including the determination by State authorities or a Court of competent jurisdiction that this contract is illegal.

16. This contract shall not become effective until the following conditions are met:

- A. Approval of the Public Service Commission of the State of Indiana.
- B. Approval by the Gary Public Transportation Corporation.
- C. Approval by the Hammond Board of Public Works and Safety.
- D. Approval by the Hammond Common Council by ordinance approving the Agreement.
- E. Notification to the Urban Mass Transportation Administration United States Department of Transportation.

17. Hammond is to provide and pay for any news media promotions on the new service provided hereunder. The Board agrees to pay GPTC for expenses incurred by GPTC to initiate this service and which are not included in the computation of system per mile costs as set forth in Paragraph 12. These expenses would include but are not limited to the following services which will be performed by GPTC:

- Legal services in connection with obtaining Public Service Commission of Indiana approval.
- Filing of a tariff.
- Destination signs and public printed schedules for the Hammond routes.

18. This Agreement shall terminate on December 31, 1979, unless extended by the mutual agreement of both parties.

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provided that, if during the term of this Agreement, the parties, or either of them, shall determine that the continuation of this Agreement is no longer feasible for any reason, then the parties, and each of them, shall have the right to terminate this Agreement upon giving sixty (60) days' prior written notice to the other party, and at the expiration of said sixty (60) days, this Agreement shall be cancelled and rescinded. This Agreement may also be cancelled and terminated upon the breach of any of the terms of this Agreement.



19. Hammond shall have the option to renew this Agreement for an additional four (4) year term by giving GPTC forty-five (45) days' written notice prior to the expiration of this Agreement. The amount paid for services during the option renewal period of the Agreement shall be as determined in Paragraph 12.

20. GPTC currently has an advertising contract for ad cards posted on buses and agrees that during the term of this agreement, all net monies received by GPTC from advertisements from Hammond merchants who have no stores or outlets in Gary shall be credited against contract payments owed by Hammond.

21. This Agreement shall be construed and governed by the laws of the State of Indiana.

22. This Agreement may be executed in counterparts, all of which when taken together shall constitute one full and complete Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the 12<sup>th</sup> day of September, 1977.

GARY PUBLIC TRANSPORTATION CORPORATION  
By: James Alexander  
James Alexander, President

ATTEST:  
James Holland  
James Holland, Secretary



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The City of Hammond, By and  
Through its Board of Public  
Works and Safety

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NOT OFFICIAL!**

*George Judichy* President

This Document is the property of  
the Lake County Recorder!

ATTEST:

*Noreen Burns*  
Noreen Burns, Clerk



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ADDENDUM AGREEMENT

This Agreement is entered into this 16 day of March, 1978, by and between the GARY PUBLIC TRANSPORTATION CORPORATION, an Indiana municipal corporation with principal offices at 237 W. 22nd Avenue in the City of Gary, Lake County, Indiana, hereinafter referred to as "GPTC", the CITY OF HAMMOND, by and through its Board of Public Works and Safety with principal offices at 5925 Calumet Avenue, Hammond, Lake County, Indiana, hereinafter referred to as "Hammond" and the CITY OF WHITING, INDIANA, by and through its Board of Public Works and Safety with principal offices at 1443 119th Street, Whiting, Indiana, hereinafter referred to as "Whiting". This Agreement is an addendum to an Agreement dated September 12, 1977, between GPTC and Hammond to which Whiting is becoming a party.



W I T N E S S E T H :

WHEREAS, GPTC is furnishing public transportation services within the City of Hammond, Indiana, pursuant to an Agreement dated September 12, 1977, (hereafter called "the Agreement") and

WHEREAS, the parties desire to have public transportation service furnished to the City of Whiting as an extension to one or more of the bus runs currently being furnished in Hammond, Indiana, in accordance with the terms of the Agreement between Hammond and GPTC as modified by this addendum.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations herein it is agreed as follows:

1. GPTC agrees to provide equipment, personnel and all other incidental services and expenses deemed necessary by Whiting to provide bus service connecting to the Hammond "Robertsdale" route which will serve Whiting, Indiana, which route is described as follows:

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"East on 119th Street to Indianapolis Boulevard then Southeasterly on Indianapolis Boulevard to New York Avenue; then South on New York Avenue to 128th Street, and then East on 128th Street to White Oak; then North on White Oak to 125th Street, East on 125th Street to Schrage, then North on Schrage to 119th Street and West on 119th Street to Atchison Street in Hammond.

Hammond and Whiting shall designate loading and unloading areas and GPTC will pick up and discharge passengers at the loading and unloading areas only. GPTC shall not deviate from the routes without Whiting's and Hammond's written approval. It is agreed that the route described in this paragraph is an initial route and additional routes and/or changes in the routes may be made but only upon twenty days notice from Hammond and Whiting acting together to GPTC with ten days by GPTC to consent to the changes.

2. The term of this Addendum Agreement shall commence April 15, 1978, and shall continue through and including December 31, 1979, subject to termination or renewal under the same terms as set out in "the Agreement".

3. All of the terms and provisions of "the Agreement" are applicable to the parties to this Addendum Agreement, are made a part hereof, and shall be in full force and effect and binding upon the parties unless modified in this Addendum. In the event that any of the provisions of this Addendum Agreement shall conflict with the provisions of "the Agreement" dated September 12, 1977, between Hammond and GPTC then the terms of this Addendum Agreement shall govern.

4. Hammond shall pay GPTC for the services to be performed in adding additional bus service to Whiting, Indiana, on a mileage basis as provided in paragraph 12 of "the Agreement". Whiting shall pay

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Hammond in accordance with paragraph 12 of "the Agreement" for any additional miles added to Hammond routes now in existence whether said miles are within the City of Hammond or within the City of Whiting, provided, however, that Whiting shall deduct from said rate per mile paid in accordance with paragraph 12 two times total fare box receipts received because of fare box collections received on the Whiting addition to the bus transportation routes. This payment shall include the ten (10%) percent surcharge. GPTC agrees to maintain the accounting records for the routes to be provided under this Agreement and shall check the fare box collections at the time of commencing the Whiting route and at the conclusion of the Whiting route and shall show all collections separately on any billings to Whiting and Hammond so that computation can be made of payments due under this Agreement from Whiting to Hammond. There shall be no charge for transfers on any routes furnished under this Agreement.

5. Whiting is to provide and pay for any news media promotions on the new service provided hereunder, and agrees to pay GPTC for expenses incurred by GPTC to initiate this service which are not included in the computation of system per miles cost as set forth in paragraph 12. These expenses would include but are not limited to the following services which will be performed by GPTC: legal services in connection with the obtaining of Public Service Commission of Indiana approval; filing of a tariff; designation signs and printed schedules for the Whiting route or routes. It is agreed that printing costs shall be apportioned between Hammond and Whiting on a mileage basis since schedules will be combined into one document. Any other promotional costs which combine Hammond and Whiting shall be apportioned for payment between the two parties based on the mileage run by the system within their City.

6. GPTC currently has an advertising contract for ad cards

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posted on buses and agrees that during the term of this Agreement, all net monies received by GPTC from advertisements from Whiting merchants who have no stores or outlets in Gary shall be credited against the contract payments owed by Whiting and to be received through City of Hammond.

7. The provisions of paragraph 18 of "the Agreement" shall be applicable to this Agreement provided, however, that Whiting shall only have the right to terminate the Whiting routes provided for in this Agreement. In the event that Hammond terminates its routes the Whiting routes shall automatically terminate without further responsibility by GPTC to provide service. If Whiting terminates its service and that termination causes Hammond to be unable to meet UMTA "maintenance of effort" requirements, Whiting will obtain a waiver of those requirements or will pay any sums necessary to enable Hammond to meet said UMTA requirements due to the loss of Whiting revenue.

8. This contract shall not become effective until the following conditions are met:

- A. Approval of the Public Service Commission of the State of Indiana.
- B. Approval by the Gary Public Transportation Corporation.
- C. Approval by the Hammond Board of Public Works and Safety.
- D. Approval by the Hammond Common Council by ordinance approving the Agreement.
- E. Approval by the Whiting Board of Public Works and Safety.

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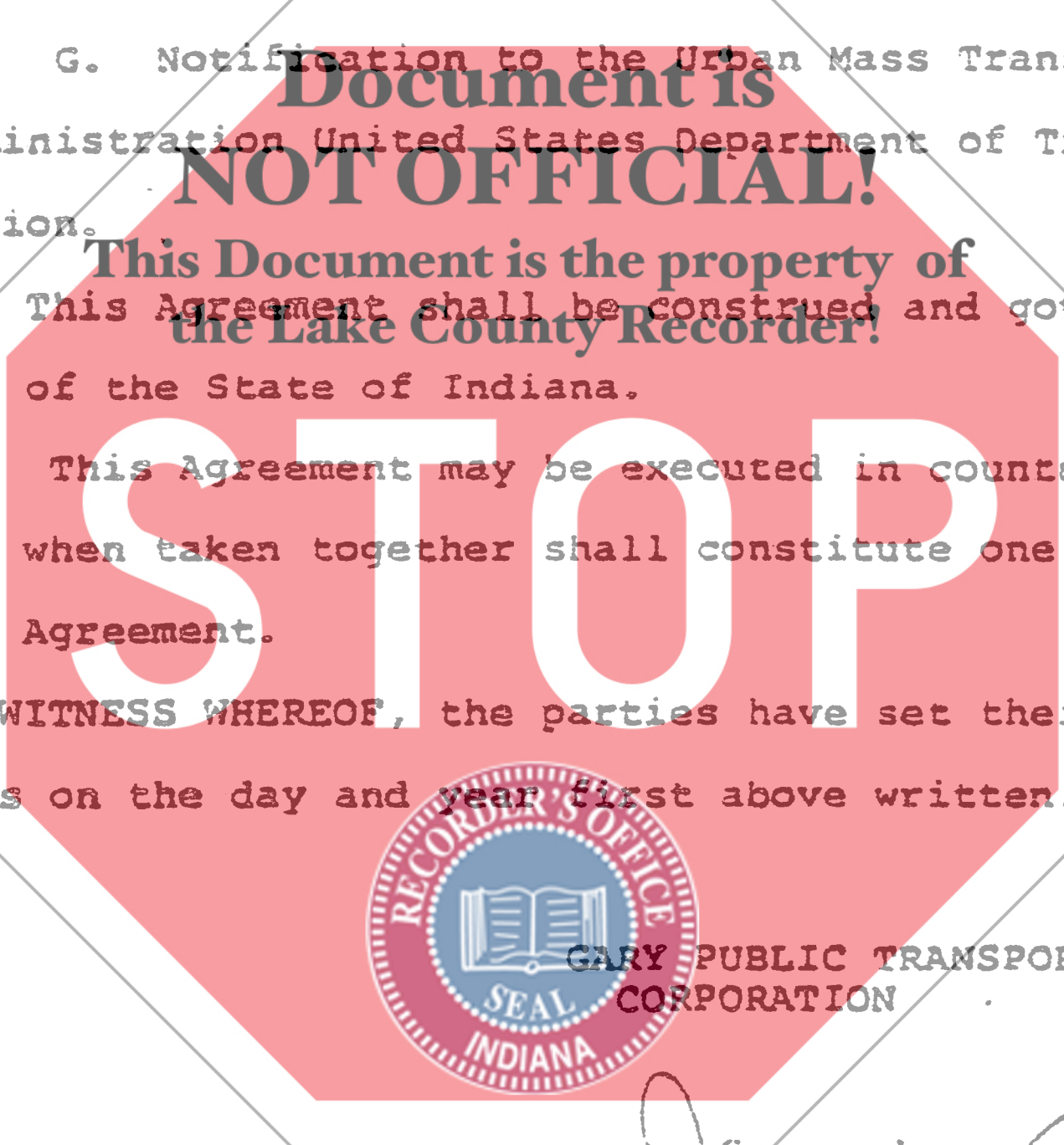
F. Approval by the Whiting Common Council by ordinance approving the Agreement.

G. Notification to the Urban Mass Transportation Administration United States Department of Transportation.

9. This Agreement shall be construed and governed by the laws of the State of Indiana.

10. This Agreement may be executed in counterparts all of which when taken together shall constitute one full and complete Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.



By: James Alexander

ATTEST:

James W. Holland

THE CITY OF HAMMOND, By and Through its Board of Public Works and Safety

Thomas C. Colby, 3-16-78

[Signature]

ATTEST:

Lucille Greiner

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THE CITY OF WHITING, By and  
Through its Board of Public  
Works and Safety

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**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

*Joseph B. Brendel* 3/16/78  
*Mayor*  
*Paul Helber*  
*City Attorney*

**STOP**

ATTEST:

*Mary Jansen*

