



CITY OF SALEM

In City Council, March 14, 2024

Ordered:

The Mayor is hereby authorized to enter into an Intergovernmental Agreement with the City of Beverly and the Town of Danvers for the purpose of utilizing a \$2.3 million grant from the Federal Transit Authority to establish a two-year pilot program to implement and operate new regional node-based and flexible stop route transit services for residents of Salem, Beverly and Danvers.

In City Council March 14, 2014

Referred to the Committee on Administration and Finance co-posted with the Committee of the Whole

ATTEST:

ILENE SIMONS
CITY CLERK



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

As you may recall, in 2023 the City was awarded a \$2.3 million federal grant to pilot the expansion of our on-demand ride share service, the Salem Skipper, into neighboring communities. For the last several months our Traffic and Parking staff have been working with colleagues in Beverly and Danvers to plan for this expanded service pilot. The enclosed Intermunicipal Agreement is a required step in the process of launching this trial program.

Once underway, the pilot will operate for one year, with an option for a one-year renewal. A map of the expanded service area is included in the back-up materials. The service for Beverly and Danvers will include specifically targeted areas of high employment or commercial/institutional activity, with the goal of lessening single-passenger vehicle trips to and from these busy locations. Service in Beverly and Danvers will operate from 7:00 a.m. to 7:00 p.m. during the week and from 10:00 a.m. to 7:00 p.m. during the weekend. Salem will continue to have its full core service locally, at our regular service hours. An additional five vehicles will be added to the overall system to accommodate the additional service to Beverly and Danvers.

The Salem Skipper has been heavily utilized since its launch in December 2020. Since that date it has furnished over 230,000 rides, serving as a critical and innovative piece of our local transportation offerings. I recommend adoption of the enclosed Order and invite you to contact Traffic and Parking Director David Kucharsky should you have any questions regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



City of Salem, Massachusetts

Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
www.salem.com

Dominick Pangallo, Mayor

David Kucharsky, Traffic & Parking Director

February 21, 2024

The Honorable Dominick Pangallo
Mayor of Salem
93 Washington Street
Salem, Massachusetts 01970

RE: Salem Skipper Interlocal Agreement

Dear Honorable Mayor Pangallo:

Last year the city was awarded a \$2.3M grant as part of the Consolidated Appropriations Act of 2023. The awarded funds will permit an expansion of the city's on-demand rideshare service (Salem Skipper) to Beverly and Danvers. An interlocal agreement with the City of Beverly and the Town of Danvers is required for a joint performance of services. Included is a draft of that agreement. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "David Kucharsky".

David Kucharsky
Traffic and Parking Director

**INTERLOCAL AGREEMENT
FOR
ON-DEMAND RIDESHARE SERVICE
BETWEEN
THE CITY OF SALEM, THE TOWN OF DANVERS, AND
THE CITY OF BEVERLY**

This Interlocal Agreement ("**Agreement**") is made between the City of Salem ("Salem"), acting through its Mayor, Dominick Pangallo, the City of Beverly ("Beverly"), acting through its Mayor, Michael Cahill, and the Town of Danvers, acting through its Town Manager, Steve Bartha, collectively referred to as the "**Parties**" and individually as a "**Party**"; and

Recitals

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually, and it serves the common interest of the Parties; and

WHEREAS, the City of Salem has operated an on-demand rideshare service ("Salem Skipper") through a third-party vendor, River North Transit LLC ("Via"), since December 2020.

WHEREAS, access to employment centers and workforce educational facilities in Beverly and Danvers has been identified as a gap in transit services, and such a service shall meet the needs of employers and the workforce, and increase ridership by introducing access to a convenient service, and a shared on-demand rideshare pilot program can test the viability of filling transit gaps in services; and

WHEREAS, the City of Salem applied for and received a grant from the Federal Transit Administration ("FTA") to expand its on-demand transit service to a regional service; and

WHEREAS, Salem solicited proposals pursuant to MGL c. 30B for a regional on-demand service and entered into an agreement with Via entitled **City of Salem Parking & Transportation Department Contract No. 24-03-Plan** and dated **9/28/2023** which includes options to add services within Beverly and Danvers (the "Via Contract"); and

WHEREAS, The FTA has awarded Salem and its regional partners, Danvers, and Beverly, \$2.3 Million in funding for a two-year pilot program to implement and operate new node-based and flexible stop route transit services for citizens of Salem, Beverly, and Danvers.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants made by the Parties in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Term of Agreement. This Agreement shall begin on April 1, 2024, and shall continue for one year with a one-year option to renew. Beverly and Danvers shall notify Salem of its intent to renew by January 1, 2025.

2. Funding and Payment Requirements. The FTA has awarded the parties \$2.3 Million allocated over a 2-year period (\$1.15M per year). The City of Salem will be responsible for entering a purchase order for the full cost of the service proposal. Salem will pay the monthly Via invoices and is the party responsible for submitting the documentation for reimbursement to the FTA. The following tables detail each party's financial contributions unless terminated sooner under the terms of the Agreement or grant funds have been exhausted. The contribution amounts will not fluctuate and will afford each community access to the service per this agreement. Salem will invoice Beverly and Danvers monthly for their respective contributions. Payments should be sent to Salem within 30 days of receipt of an invoice.

Table 1 – Via Price Proposal

	Salem	Beverly	Danvers	TOTAL
Year 1	\$1,423,843.50	\$577,616.50	\$390,494.50	\$2,391,954.50
Year 2	\$1,423,843.50	\$577,616.50	\$390,494.50	\$2,391,954.50
TOTAL	\$2,847,687.00	\$1,155,233.00	\$780,989.00	\$4,783,909.00

Table 2 – FTA & Local Contributions 2-Year Breakdown

FTA Funds (48%)	Local Funds (52%)	TOTAL
\$1,150,000.00	\$1,241,954.50	\$2,391,954.50
\$1,150,000.00	\$1,241,954.50	\$2,391,954.50
\$2,300,000.00	\$2,483,909.00	\$4,783,909.00

Table 3 – Municipal Breakdown

Year 1 Breakdown			
Municipality	Local Contributions	FTA Funds	TOTAL
Salem	\$1,000,000.00	\$1,150,000.00	\$2,150,000.00
Beverly	\$131,465.88		\$131,465.88
Danvers	\$110,488.62		\$110,488.62
	\$1,241,954.50	\$1,150,000.00	\$ 2,391,954.50
Year 2 Breakdown			
Municipality	Local Contributions	FTA Funds	TOTAL
Salem	\$1,000,000.00	\$1,150,000.00	\$2,150,000.00
Beverly	\$131,465.88		\$131,465.88
Danvers	\$110,488.62		\$110,488.62
	\$1,241,954.50	\$1,150,000.00	\$2,391,954.50

3. Ride Share Services (Mobility On-Demand). Pursuant to the contract with Via, **City of Salem Parking & Transportation Department Contract No. 24-03-Plan**, each Party shall be provided Ride Share Services as shown in Exhibit A to serve the Mobility On-Demand Service Area in accordance with the schedule and the number of vehicles set forth in Exhibit B attached to and hereby made a part of the Agreement. Service terms, including but not limited to service area, number of vehicles, service times, and fare structure, may be amended during the term of the Agreement upon approval of the parties. Representatives from each Party shall meet monthly with Via to review ridership data and provide input on overall service performance.

The Ride Share Service will use a smartphone application and a fleet of rideshare vehicles to provide service that has no fixed route or schedule but will have several predefined stop locations. Passengers book trips using an app or for customers who do not have a smartphone, by calling a

provided phone number. Passengers may travel anywhere within the designated geo-fence areas. Each trip's route will change or "flex" depending on the passenger load and desired origin and destination points.

The service provides an infinite number of on-demand stops that may be established near shopping, community centers, medical facilities, etc., and where collector streets from the residential neighborhoods join the arterials. Modern technology allows real-time vehicle tracking and fairly accurate arrival time prediction so that wait times are minimized. Most passengers will walk less than a block or two to meet their ride. Those with accessibility needs will be provided with door-to-door service.

4. Cost of Ride Share Services. Per the FTA Grant, all funds must be expended prior to any other payment methods. Any funds over the allocated grant amount will be paid by the agreed Parties.

Payment responsibility for Ride Share Services is outlined in Exhibit B. Any change in service terms as outlined in section two (2) of the Agreement may result in a change in the total cost of Ride Share Services.

5. Marketing of Ride Share Services. Pursuant to the contract, Via will be responsible for marketing the Salem Skipper service, including the deployment of all forms of bespoke marketing materials and methods. The Parties agree to work with Via on marketing efforts and community engagement to raise awareness of the expanded on-demand rideshare service.

6. Early Termination. The Agreement may be terminated by (a) written agreement of all Parties; or (b) by either Party giving ninety (90) days' prior written notice to the other parties. If this Agreement is terminated before a party has been invoiced for services it incurred under this Agreement prior to receipt of the notice to terminate, the terminating party's obligation to pay any such invoice(s), shall survive the expiration or termination of this Agreement.

7. Notices.

a. Each Party's address for Notices (hereinafter defined) is as follows:

If to Salem:

Director of Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
978-619-5697
Attn: David Kucharsky
dkucharsky@salem.com

If to Beverly:

Director of Planning & Community Development
Beverly City Hall
191 Cabot Street, 3rd Floor
Beverly, MA 01915
978-605-2341
Attn: Darlene Wynne
dwynne@beverlyma.gov

If to Danvers:

Director of Land Use & Community Services Department
1 Sylvan Street
Danvers, MA 01923
978-777-0001
Attn: Aaron Henry
ahenry@danversma.gov

- b. A Notice, other than an emailed notice, is deemed received as follows:
- i. If delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon delivery at the applicable address, as indicated on a signed receipt. If the recipient refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver, as indicated in the records of the mail, messenger, or courier service that attempted to deliver the Notice.
 - ii. An emailed notice is deemed received when the recipient, by an email sent to the email address of the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email; a “read receipt” does not constitute acknowledgment under this subsection.
8. Miscellaneous.
- a. Recitals. The recitals set out near the beginning of the Agreement are true and correct and are a part of the Agreement.
 - b. No Joint Enterprise. Under no circumstances will the Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. Without limiting the foregoing, the purposes for which the Parties have entered into the Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties.
 - c. Successors and Assigns. The Agreement binds and benefits the Parties and their respective successors and assigns.
 - d. Sole Benefit; No Third-Party Beneficiaries. The Agreement is entered into for the sole benefit of the Parties and their respective successors and assigns. The Agreement does not confer and is not intended to confer any rights, remedies, or benefits upon any other person or entity, including, without limitation, any user of the Ride Services.
 - e. Authorization. Each Party represents to the other that it is fully authorized to enter into the Agreement and to perform its obligations hereunder.
 - f. Controlling Law; Venue. The laws of the Commonwealth of Massachusetts govern all transactions and other matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Each Party agrees that for any legal action, proceeding, or claim arising under or relating to the Agreement venue is proper in courts of the Commonwealth of Massachusetts sitting in Essex County, and each Party waives the right to sue or be sued elsewhere; such waiver includes, without limitation, a claim that a court in Essex County is an inconvenient forum. Each party submits to the exclusive jurisdiction of any court of the Commonwealth of Massachusetts sitting in Essex County, Massachusetts.

g. Final Agreement; Amendments Must Be in Writing; No Waiver. The Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement concerning the matters that are the subject hereof. The Agreement may not be supplemented, modified, or qualified by reference to any previous negotiations or course of dealing. The Parties may amend the Agreement only by a written instrument executed by all Parties. Any purported oral amendment of the Agreement is ineffective. Neither (i) a Party's failure or delay in exercising a right or remedy or requiring satisfaction of a condition under the Agreement, nor (ii) any course of dealing between the parties, operates or shall operate as a waiver or estoppel of a right, remedy, or condition under the Agreement.

h. Limitations. The Parties acknowledge and agree that the Agreement does not create any personal obligation or liability for any officer, director, or employee of the Parties.

i. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have drafted such provision.

j. Counterparts. The Parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute a single agreement.

k. Captions. Headings of articles, sections, and subsections of the Agreement are for convenience only and do not affect the construction or interpretation of the Agreement.

l. Indemnity. The Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.

m. Representations. By execution of the Agreement, each party represents to the other that:

- i. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
- ii. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute the Agreement, and that any necessary resolutions extending such authority have been duly passed and are now in effect;
- iii. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- iv. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHEREOF the Parties have executed this Agreement on the ____ day of 2024.

CITY OF SALEM

Dominick Pangallo, Mayor

TOWN OF DANVERS

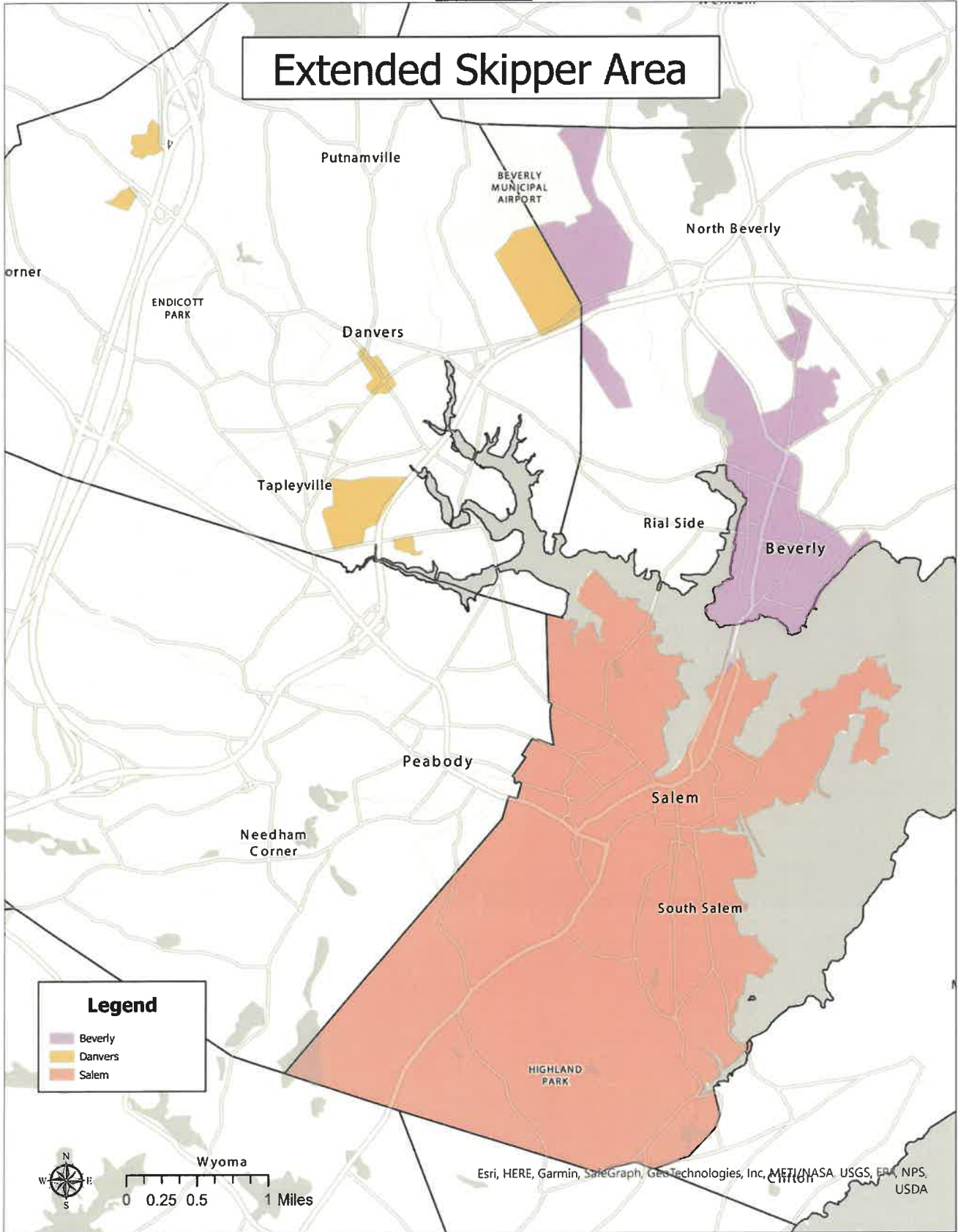
Steve Bartha, Town Manager

CITY OF BEVERLY

Michael P. Cahill, Mayor

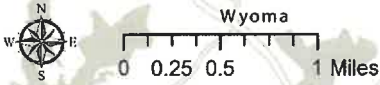
Exhibit A

Extended Skipper Area



Legend

- Beverly
- Danvers
- Salem



Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, USDA

Exhibit B

Mobility On-Demand Service Area Hours:

1. Salem – maintain current service hours:
 - a. Monday-Thursday 7am-10pm
 - b. Friday 7am-12am
 - c. Saturday 10am-12am
 - d. Sunday 10am-8pm.

2. Beverly and Danvers
 - a. Monday-Friday 7am -7pm
 - b. Saturday & Sunday 10am-7pm

Mobility On-Demand Service Vehicles:

1. Salem
 - a. 8-10 vehicles garaged in the city.

2. Beverly & Danvers – approximately five additional vehicles deployed for expanded service.
 - a. Approximately 3-4 vehicles garaged in each community.