

**AGREEMENT**

THIS AGREEMENT is made by and between First Transit, Inc., a Delaware corporation ("First Transit") and the Town of Fraser, Colorado, a municipal corporation of the State of Colorado ("Fraser").

WHEREAS, the Town of Winter Park and First Transit, Inc. have entered into an agreement for transit services ("Transit Services Agreement") dated October 6, 2017; and

WHEREAS, the Transit Services Agreement provides for First Transit to operate Winter Park's public transportation system ("System"), which System provides transit services within Winter Park, Fraser, and other municipalities and unincorporated areas in Grand County; and

WHEREAS, the Town of Fraser contributes a substantial amount of funds for the cost of the operation of the System; and

WHEREAS, Fraser and First Transit desire to address certain issues pertaining to liability and insurance in connection with said contribution of funds by Fraser;

NOW, THEREFORE, IN CONSIDERATION FOR THE PREMISES SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, FRASER AND FIRST TRANSIT AGREE AS FOLLOWS:

Section 1. **Insurance.** Pursuant to Section 8.a.i through iii of the Transit Services Agreement, First Transit maintains policies of commercial general liability insurance, automobile liability insurance, and umbrella liability insurance. First Transit shall include the Town of Fraser and Fraser's officers, officials, employees, and its volunteers, as additional insureds on said policies, in the same manner and to the same extent as afforded to Winter Park and Winter Park's officers, officials, employees, and volunteers. Within 10 days of the effective date of this Agreement, First Transit shall furnish to Fraser one or more certificates of insurance which reflect the requirements of this Agreement. The provisions of Section 8.c through 8.f of the Transit Services Agreement shall apply to the parties to this Agreement as if fully set forth herein.

Section 2. **Indemnification.** The provisions of Section 14 of the Transit Services Agreement shall apply to the Town of Fraser and Fraser's officers, officials, employees, volunteers, and agents, in the same manner and to the same extent as afforded to Winter Park and Winter Park's officers, officials, employees, and agents.

Section 3. **Effective date.** The effective date of this Agreement is \_\_\_\_\_, 2018 and shall run concurrently with the Agreement for Transit Services.

FRASER

FIRST TANSIT

TOWN OF FRASER, a municipal corporation of the State of Colorado

FIRST TRANSIT, INC., a Delaware corporation

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Town Clerk

(SEAL)