

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
BOARD MEETING NO. 708**

DATE: December 5, 2025

TIME: 3:45PM

PLACE: 1250 Canal Rd. Lafayette, IN. 47904 Conference Room

MEETING CHAIR:

AGENDA

Item

1. Communications and Announcements
2. Public Comment
 - 2.1. Comments on the Agenda – 5 minutes
3. Review and Approval of Agenda Items and Minutes
 - 3.1. Review and Approval of Agenda of Meeting No.708 held on December 5, 2025 (pg.1)
4. Old Business
5. New Business
 - 5.1. Approval for CEO to sign the 2026 Spring Semester Contract with Purdue University (Exhibit 1 pg.2)
6. Public Comments
 - 6.1. 3 minutes per speaker
7. Adjournment
 - 7.1. ~~Next~~ meeting is Wednesday, December 17, 2025, at 5:00PM in the GLPTC Conference

**MASTER RATE AGREEMENT
BETWEEN GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
AND PURDUE UNIVERSITY**

This Agreement is made by and between Greater Lafayette Public Transportation Corporation, 1250 Canal Road, Lafayette, Indiana 479041, hereinafter referred to as “GLPTC” and Purdue University, 2550 Northwestern Ave., West Lafayette, Indiana 47907, hereinafter referred to as “Purdue”, and collectively referred to as (the “Parties”).

In consideration of our mutual promises and understandings as hereinafter set forth, it is mutually understood and agreed as follows:

1. **TERM:** The term of this Agreement shall be effective December 1, 2025, through May 16, 2026, unless terminated sooner as provided herein.
2. **SCOPE:** The Agreement outlines the responsibilities and obligations of GLPTC in providing access for Purdue students to the off-campus fixed routes through off-campus passes (“Off-Campus Pass(es)”). GLPTC agrees that, in furnishing the services, it shall be acting as an independent contractor in relation to Purdue and not as an employee or other agent of Purdue. GLPTC shall have no authority to act for or on behalf of Purdue or to bind Purdue without Purdue's prior express written consent. GLPTC acknowledges that it is responsible for its own federal, state and local income, social security, unemployment, and all other applicable taxes.
 - a. Off-Campus Passes
 - i. Contribution:
 1. Spring Semester: Purdue agrees to provide a \$63 contribution toward each Off-Campus Pass purchased by eligible students during the Spring Semester. Students shall be responsible for the remaining \$62 per pass. The total cost of each Off-Campus Spring Semester Pass for Purdue students shall equal Purdue’s contribution plus the student payment. Accordingly, the Spring Semester Off-Campus Pass shall be priced at \$125.
 2. Off-Campus Passes Cap:
 - a. Spring Semester: Purdue’s contribution under this section shall apply to a combined total of up to 5,000 Off-Campus Passes for the Spring Semester, or until the maximum total contribution established under Section 3 of this Agreement is reached, whichever occurs first.
 - b. If the number of spring semester passes exceed 5,000, Off-campus passes will remain available to Purdue students at a rate of \$62 per pass, without Purdue contribution.
 - ii. Timeframe: The Spring pass period shall correspond to the start and end dates of Purdue’s academic calendar for the Spring semester.
 - iii. Access and Distribution: Purdue students who purchase a pass will have the same access to the Masabi App (branded EZ Fare) as other Greater Lafayette residents. GLPTC shall grant Purdue students access to the Masabi Partner Portal for payment and pass distribution.
 - iv. University Portal Access: GLPTC shall provide Purdue administrative access to the Partner Portal in Masabi to manage student eligibility for the discounted passes.
 - b. Promotion of Off-Campus Passes
 - i. Purdue shall make reasonable and good faith efforts to notify Purdue students and promote the availability of the Off-Campus Passes.

c. Billing

- i. GLPTC shall submit monthly invoices to Purdue.
- ii. Purdue shall remit payment within 30 days of receiving the invoice.

d. Reports

- i. GLPTC will provide monthly off-campus route ridership reports, broken down by route. Reports are due by the 15th of the following month.
- ii. GLPTC will provide all dashboard metrics regarding pass usage available from Masabi in addition to monthly ridership reports.

3. TOTAL COMPENSATION:

- a. Purdue's financial contribution toward the Off-Campus Passes under this Agreement shall not exceed three hundred fifteen thousand dollars (\$315,000) in total for the Spring Semester. Any modification to this maximum contribution amount shall require the prior written agreement of both Parties.

4. CONFIDENTIALITY: To the extent permitted by law, during the term of this Agreement and thereafter, GLPTC shall not disclose or use for the benefit of other than Purdue any confidential information, proprietary information or Restricted Data disclosed to GLPTC as a result of this Agreement. Purdue shall make best efforts to avoid disclosure or transmittal of confidential information, proprietary information, or Restricted Data to GLPTC, except as is necessary to carry out this Agreement. In the event that any confidential information, proprietary information, or Restricted Data is disclosed or transmitted by Purdue to GLPTC, Purdue shall provide written notice to GLPTC identifying the confidential information, proprietary information, or Restricted Data at the time of disclosure or transmittal. For purposes of this Agreement, the term "Restricted Data" shall include, without limitation: (i) confidential or proprietary information; (ii) any information contained in any Education Records, as that term is defined in 34 C.F.R. §99.3, as amended, of the Family Educational Rights and Privacy Act (FERPA) regulations; and (iii) any information protected by any other applicable state or federal law imposing similar privacy or security obligations. Each party represents that it does not have in its possession and has not used for the benefit of the other party any confidential information or documents belonging to others. Each party represents that this Agreement will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. Neither party knows of any written or oral agreement or of any other impediment which would inhibit or prohibit the relationship contemplated herein. Each party represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity. This section does not restrict use or disclosure of any information obtained from any source other than Purdue or information available in the public domain.

5. GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE: This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

6. COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS: Each party warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political

subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any, and that the goods or services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act. No term or provision of this Agreement or any attachment thereto may be interpreted or enforced in a manner contrary to GLPTC's obligations to any insurer or under any applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to laws and regulations pertaining to the Federal Transportation Administration.

7. **INDEMNIFICATION:** Subject to any limitations, protections, or immunities under local, state, or federal law, GLPTC agrees to indemnify Purdue, and its trustees, officers, agents, servants, attorneys, employees, successors or assigns ("Indemnified Parties") and hold the Indemnified Parties harmless from and against all liability, losses, damages, claims, liens, and expenses (excluding reasonable attorneys' fees) arising out of or connected with the work or services performed, GLPTC's breach of this Agreement, or resulting from damages or injuries incurred by Purdue by reason of any defect in material, workmanship, and/or design of any goods furnished hereunder (collectively "Indemnifiable Losses") to the extent that such damages or injuries are caused by GLPTC, excepting such liability as may result from the acts of negligence of Purdue or its employees. GLPTC shall at the request of Purdue undertake to defend any and all suits and to investigate and to defend any and all claims or suits, investigate and defend any and all claims whether justified or not, if such claim or suit be against Purdue, the Trustees of Purdue, or their respective officers, agents servants, attorneys, employees, successors or assigns, provided however, that GLPTC may not settle any claims against the Indemnified Parties without the Indemnified Parties' prior written consent. Such consent shall not be unreasonably withheld. Purdue shall provide notice of their decision within 60 days of Purdue's notice of the event giving rise to liability under this section.
8. **INSURANCE:**
 - a. GLPTC and/or its subcontractor(s), if any, shall maintain in force during the period of this Agreement, as appropriate, either (a) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence, or (b) professional liability for negligence, bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
 - b. If fabrication, construction, installation, service or other work is specified to be conducted on Purdue's premises, GLPTC and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
 - c. GLPTC and/or its subcontractor(s) shall furnish to Purdue upon request a Certificate of Insurance as proof of insurance coverages required in this Section 8 prior to commencement of the work. GLPTC shall name Purdue University, 2550 Northwestern Avenue, West Lafayette, IN 47906 as additional insured.
9. **ADVERTISING:** GLPTC agrees not to make reference to Purdue in any advertising material of any kind and further agrees not to use Purdue's logos, trademarks and tradenames without prior written permission by Purdue; provided, however, that GLPTC is authorized to make reference to Purdue in advertising the availability of services that are provided pursuant to this Agreement.
10. **SURVIVAL:** The following sections shall survive termination of this Agreement: Confidentiality, Governing Law; Exclusive Jurisdiction; Exclusive Venue, Indemnification, and Advertising.

- 11. NOTICES:** Any notice or other correspondence required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been given if: (a) served personally, (b) sent by email with confirmation of receipt, or (c) sent by first class mail, postage prepaid, to the addresses set forth below or to such other addresses as either party hereto may designate by notice to the other party.

Greater Lafayette Public Transportation Corp.
1250 Canal Road
Lafayette, IN. 47904
Attn: Bryan D. Smith
Email: bsmith@gocitybus.com

Purdue University Procurement
2550 Northwestern Avenue, Suite 1100
West Lafayette IN 47906
Attn: Megan Vaught
Email: petersmf@purdue.edu

- 12. FOREIGN ADVERSARY AND FOREIGN SOURCE:** By signing below, GLPTC represents and warrants that it is not (a) a citizen or national of a "foreign adversary," as defined in Indiana Code 21-30-7-4, or (b) a "foreign source" or acting directly or indirectly on behalf of a "foreign source," as that term is defined in Indiana Code 21-30-7-6, located in a "foreign adversary." For the purposes of this section, foreign adversary shall have the meaning given to it in I.C. 21-36-1-1.3. GLPTC represents and warrants that (i) GLPTC is not a business entity organized under the laws of a foreign adversary; (ii) GLPTC is not a business entity headquartered in a foreign adversary; (iii) GLPTC is not a business entity or other entity, including a governmental entity that is owned or controlled by citizens of, or is directly controlled by the government of, a foreign adversary; and (iv) GLPTC is not an agent, trustee, or fiduciary of the entities described in this Section. If federal or state law restricts Purdue or its designee from continuation of this Agreement, Purdue may terminate the agreement upon thirty (30) days' notice and without penalty to Purdue.

- 13. GENERAL** If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties. Neither party may assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon Purdue and GLPTC, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Master Rate Agreement.

PURDUE UNIVERSITY

**GREATER LAFAYETTE PUBLIC
TRANSPORTATION CORPORATION**

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: