

AGREEMENT BETWEEN

***Baldwin County Commission
Baldwin Regional Area Transit System***

AND

ARC Baldwin County, Inc.

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Baldwin County Commission, Baldwin Regional Area Transit System, hereinafter referred to as **OPERATOR**; and ARC Baldwin County, Inc., hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Baldwin County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2019, and continue through September 30, 2020, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by

percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision-making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

- 10. OPERATOR to Indemnify:** The **OPERATOR** shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the **OPERATOR**, or anyone directly or indirectly employed by the **OPERATOR**, the County or anyone for whose acts the **OPERATOR** may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Baldwin County Commission

ARC Baldwin County, Inc.

Charles F. Gruber
Chairman

Kathy Fleet
Director

Date: _____

Date: _____

Attest:

REVIEWED BY:

Wayne Dyess
County Administrator

D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

Date: _____

Date: _____

***NOTARY PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, _____Notary Public in and for said County, in said State, hereby certify that, Charles F, Gruber, Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public
My Commission Expires

State of Alabama)

County of Baldwin)

I, _____Notary Public in and for said County, in said State, hereby certify that, Kathy Fleet, Director of ARC Baldwin County, Inc., an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she, as such and with full authority, executed same knowingly and with full authority to do so.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public
My Commission Expires

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting individuals to and from designated pickup points in Baldwin County.
2. The **OPERATOR** shall furnish intermittent transportation to assist the **AGENCY** should the need arise to provide transportation, on a pre-planned basis which would need to be scheduled and coordinated with **OPERATOR** at least forty-eight (48) hours in advance. Shorter notice will be accommodated based on available resources.
3. This contract commits no buses and drivers to provide for transportation on a regular basis and services hereunder provided shall be at the sole discretion of the **OPERATOR** based on current available resources.
4. Services are to be provided as needed Monday through Friday except Holidays throughout the period of this agreement.
5. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$1.08 a mile plus \$34.37 an hour.
6. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
7. The **AGENCY** will be responsible for refueling the vehicle before returning to **OPERATOR**. Refueling is to be done when individuals are off the bus.
8. The **AGENCY** will furnish as needed any required assistant to ride the route to accommodate passenger needs beyond normal **OPERATOR** assistance.
9. The driver will keep a record of all individuals riding the vehicle each day by name, mileage and run time of route.
8. The **OPERATOR** shall provide reasonable notice to **AGENCY** whenever the **OPERATOR** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.

9. **AGENCY** agrees to pay the **OPERATOR** as set forth within the Terms of Compensation (Attachment "B"), as if fully set forth herein.
10. **AGENCY** shall provide any and all voluntary personnel to drive the subject vehicle herein.
11. **AGENCY** shall ensure that any individual, who is driving the assigned Baldwin County Commission Bus, is qualified under any applicable State or Federal law, guidelines or requirements.
12. **AGENCY** shall make payment to the **OPERATOR** within thirty (30) days of invoice.
13. **AGENCY** representative will be responsible for training, monitoring compliance and safety issues. And issues are to be reported to the **OPERATOR** immediately.
14. **AGENCY** representative will be responsible for completing a pre-trip and a post trip inspection report and immediately report any problems to the BRATS Maintenance Department. This paperwork must include date, driver's signature, pre-trip and post-trip form, time vehicle is used, number of passengers, and mileage for the routes. This paperwork is to be forwarded daily to the **OPERATOR** via fax or email.
15. **AGENCY** shall provide reasonable notice to the **OPERATOR** whenever **AGENCY** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.
16. **AGENCY** will provide ongoing communications with the **OPERATOR** regarding this service, including updates, emails, etc. as requested. Additionally, **AGENCY** will meet with the **OPERATOR** as needed or requested.
17. **AGENCY** shall keep the subject vehicles herein clean inside and outside.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$1.08 per mile

\$34.37 per hour

2. Payment schedule:

AGENCY shall make prompt payment within 30 days of invoice to the **OPERATOR** based intermittent service provided will be billed at a rate of \$70.00 per day.

3. Total contract limiting amount (if applicable): N/A

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Kathy Fleet as liaison to the Baldwin Regional Area Transit System's Steering Committee.

RESOLUTION NUMBER 2019-129

RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service (ARC Baldwin County, Inc.) contracting agencies during Fiscal Years of 2019 and 2020 for eligible public transportation services.

Further resolved that Baldwin County Commission agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Baldwin County Commission authorizes the Chairman to execute the aforementioned Agreements and any amendments thereto.

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Baldwin County Commission at a duly authorized meeting held on the 20th day of August 2019 as shown by the minutes of the meeting in my possession.

Charles F. Gruber,
Chairman
Baldwin County Commission

Notary