

AGREEMENT BETWEEN

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

AND

Baldwin County Board of Education

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 Baldwin County Board of Education, 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 November 22, 2019, and continue through May 21, 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

Baldwin County Board of Education

Billie Jo Underwood
Chairman

Date: _____

Date: _____

Attest:

REVIEWED BY:

Wayne Dyess
County Administrator

Date: _____

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

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, Billie Jo Underwood, 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, _____ of Baldwin County Board of Education, 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 young people with disabilities to Thomas Hospital for employment training through the Alabama Department of Rehabilitation. **Agency** is the local coordinator for the program, which is referred to as Project Search. **Operator** will provide transportation for Project Search participants to Thomas Hospital so they can receive the necessary training to secure long term employment.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement.
3. 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.
4. 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.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish reasonable assistance within policy to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.
8. The **OPERATOR** shall utilize existing routes and commit (2) two buses and (2) two drivers (three hours for each) on each school day, to provide for all transportation needs considered herein. Any additional buses and drivers needed to provide services hereunder may be provided in the sole discretion of the **OPERATOR**.
9. The **OPERATOR** shall furnish transportation for regular session days, on a pre-planned basis and from any additionally-authorized trips that are scheduled and coordinated with BRATS at least forty-eight (48) hours in advance.
10. 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.

11. **OPERATOR** has the authority and the right to govern and control behavioral issues of individuals while occupying an **OPERATOR'S** vehicle.
12. **AGENCY** agrees to pay the **OPERATOR** as set forth within the Terms of Compensation (Attachment "B"), as if fully set forth herein.
13. **AGENCY** shall make payment to the **OPERATOR** within thirty (30) calendar days of the full execution of this contract.
14. **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.
15. **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.
16. **AGENCY** will provide to the **OPERATOR** the telephone numbers of designated **AGENCY** staff in the event of an emergency.
17. **AGENCY** will provide to the **OPERATOR** a list of all individuals who may utilize **AGENCY** facilities or services and who may also utilize the **OPERATOR'S** services as envisioned by this Agreement. Said list shall include Contact Telephone Numbers (CTN) for parents, guardians or responsible persons for each individual on the list.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$0.81 per mile

\$30.90 per hour

2. Payment schedule:

AGENCY shall make payment to **OPERATOR** in one lump sum payment of \$25,445.70. **AGENCY** shall make prompt payment to the **OPERATOR** within thirty (30) calendar days of the full execution of this agreement.

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

RESOLUTION NUMBER 2020-025

RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service (Baldwin County Board of Education) contracting agencies during the Fiscal Years 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 19th day of November 2019 as shown by the minutes of the meeting in my possession.

Billie Jo Underwood
Chairman
Baldwin County Commission

Notary