

AGREEMENT BETWEEN

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

AND

***Baldwin County Commission
Council on Aging***

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 Commission Council on Aging, 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:

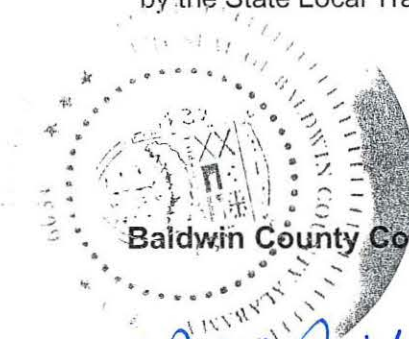
1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2020, and continue through September 30, 2021, 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 First Amendment by those officers and officials duly authorized to execute same, and the First Amendment 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

Billie Jo Underwood

Billie Jo Underwood
Chairman

Date: August 18, 2020

Council on Aging

Kelly Childress

Kelly Childress
Council on Aging Coordinator

Date: 8/14/2020

Attest:

Wayne Dyess

Wayne Dyess
County Administrator

Date: August 18, 2020

Reviewed By:

Bradley B. Lindsey For:

Bradley B. Lindsey
Acting State Local Transportation Engineer

Date: September 8, 2020

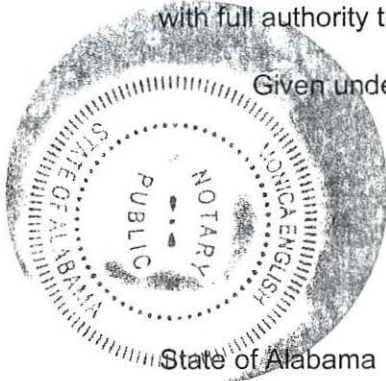
***NOTARY PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, Monica English, 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 18th day of August, 2020.



Monica English
Notary Public
My Commission Expires

State of Alabama)

My Commission Expires:
May 5, 2024

County of Baldwin)

I, Beverly D Johnson, Notary Public in and for said County, in said State, hereby certify that, Kelly Childress, Coordinator of Baldwin County Commission Council on Aging, 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 14 day of August, 2020.



Beverly D. Johnson
Notary Public
My Commission Expire 12/18/2023

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Baldwin County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement.
3. Services shall include transportation to and from the annual picnic in Robertsdale.
4. 4. 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.
5. 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.
6. Refueling is to be done when clients are off the bus.
7. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
8. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.
9. Homebound meals be required to be prescheduled and will be limited to delivery within a five (5) mile driving distance of the Nutrition Center and said meals will be the center's staff sole responsibility to maintain, handle and deliver.
10. Individuals and homebound meals will be preapproved in writing for transport by Agency.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$1.08 per mile

\$34.37 per hour

2. Payment schedule:

\$4,426.75 per month for service to the following locations:
Bay Minette, Daphne, Ellisville, and Summerdale Nutritional Centers

North Baldwin (Stockton) Nutritional Center will be billed at the local match portion of the overall rate which is estimated to be \$20.52 per hour.

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Kelly Childress as liaison to the Baldwin Regional Area Transit System's Transportation Steering Committee.

RESOLUTION NUMBER 2020-115

RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service (Baldwin County Commission Council on Aging) contracting agencies during Fiscal Year 2021 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 18th day of August 2020 as shown by the minutes of the meeting in my possession.

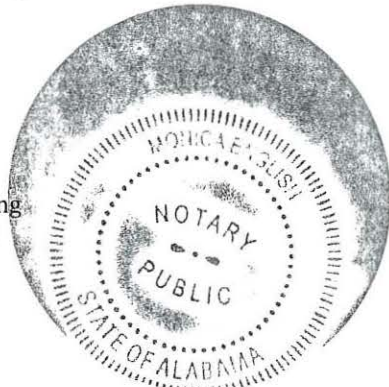
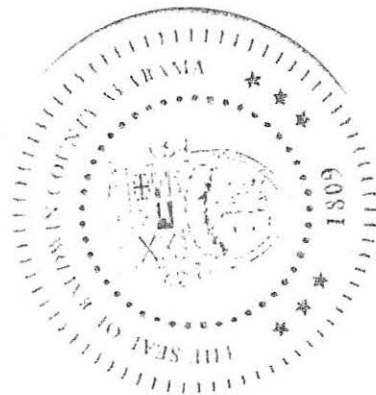
Billie Jo Underwood

Billie Jo Underwood,
Chairman
Baldwin County Commission

Monica English

Notary

My Commission Expires:
May 5, 2024



2020-2021 Council on Aging
(Transportation Contract)