

AGREEMENT FOR PROVISION OF TRANSPORTATION

LUZERNE COUNTY TRANSPORTATION AUTHORITY
2009 WYOMING AVENUE
FORTY FORT, PENNSYLVANIA 18704

and

COUNT ON US PRESCHOOL, DAYCARE, INC.

This agreement made this 22nd day of September, 2015 by and between the Luzerne County Transportation Authority, hereinafter known as "LCTA" and Count on Us Preschool, Daycare, Inc. hereinafter known as the "Agency."

EFFECTIVE DATE AND TERMS

This agreement will be effective from September 21, 2015 to June 30, 2016 unless terminated by either party thereto following thirty (30) days advance written notification.

PURPOSE

LCTA will provide point-to-point transportation services for clients of the Agency under terms and conditions set forth herein. Service by LCTA includes trips to the Agency program sites, medical appointments, social service appointments and other transportation requested. The Agency shall not use any other service provider for such transportation services.

REIMBURSEMENT

LCTA will charge the agency according to the following rate structure:

An amount of \$27.90 per van/per day for round trip services provided.

AFFIRMATIVE ACTION

It is understood and agreed that LCTA shall not discriminate against any employee, client, or other persons on account of race, color, sex, religious creed, national origin, age or handicap.

RESPONSIBILITIES OF LCTA

VEHICLES

LCTA shall supply all vehicles required to provide service.

PERSONNEL

LCTA shall supply all personnel necessary to provide service to agency under this agreement.

REPORTS

It is understood and agreed that LCTA will submit required reports documenting the services provided to the Agency in a timely manner and maintain required reports, documents, and accounting books, which the Agency has the right to inspect and audit.

RESPONSIBILITIES OF AGENCY

INFORMATION

The Agency will furnish LCTA with pertinent client information so that LCTA may take advantage of any alternative funding sources.

SCHEDULING

The Agency will cooperate with LCTA in providing scheduling information as far as advance as possible. LCTA will make every effort to schedule transportation at the time requested by Agency.

PAYMENT PROVISIONS

The Agency hereby agrees to make payment to LCTA for invoices within sixty (60) days of the receipt of same from LCTA. Amendments of this contract may occur during the effective period, including increases per trip cost billed to Agency.

ALTERNATE SOURCES OF FUNDING

LCTA will make reasonable efforts to identify any possible alternatives for funding so as to reduce the Agency's charges by such amount.

MERGER

This agreement contains all the items and conditions agreed to by the parties. Any alterations, variations, modification or waivers of provision of this agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement.

INDEPENDENCE OF PARTIES

LCTA shall perform its duties hereunder as an independent entity, and nothing herein shall be construed to create a relationship of employer/employee, principal/agent or any joint venture between Agency and LCTA.

WARRANT OF AUTHORITY.

The parties hereto warrant and represent that each entity has undertaken all steps necessary to enter this Agreement and the signatories have been and are duly authorized to execute this Agreement and effectuate its terms on behalf of the respective contract parties.

NO CONFLICT OF INTEREST

No member, official or employee of AUTHORITY during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

NO MEMBERS OF CONGRESS

No member of, or delegate to the Congress of the United States shall be admitted to any share of part of this Agreement or to any benefit arising therefrom.

NOTICES

All Notices and other communications provided for hereunder shall be in writing and hand-delivered, sent by United States Certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

TO AUTHORITY:

Luzerne County Transportation Authority
2009 Wyoming Avenue
Forty Fort, Pennsylvania 18704

TO AGENCY:

Count On Us Preschool, Daycare Inc.
512 Blackman St.
Wilkes Barre, Pa 18702

GOVERNING LAW:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to its conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the Court of Common Pleas of Luzerne County,

Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of such court.

INDEMNIFICATION

Agency shall indemnify, save harmless, and defend LCTA and all of its officers, employees, agents and other representatives, from and against any and all claims, loss or damage, charge or expense, including all costs of suits and reasonable attorney's fees, to which it or any of them may be put or subjected by reason of any damage, loss, or injury to persons, including accidental death, or property damage caused by or resulting from the actions or inaction of Agency, and of its employees, agents to other representative in the performance of this Agreement.

TERMINATION OR SUSPENSION

Termination for Convenience. LCTA may terminate this Agreement, in whole or in part, for its convenience at any time by giving at least 10 days' written notice to Agency of such termination and specifying the effective date thereof.

Payment Upon Termination for Convenience. LCTA may terminate this agreement in whole or in part anytime by written notice to the Agency. The agency shall be paid all work completed and its additional costs incurred, including closeout costs and profit. For purposes of the proceeding sentence profit shall be applied to all work actually performed and all costs incurred in accordance with this Agreement through the date of termination. The Agency shall promptly submit its termination claim to be paid the Contractor in the form of an invoice and sufficient supporting documentation to the extent allowable pursuant to 48 C.R.F., Part 31. If the Agency has any property in its possession belonging to and paid for by LCTA, the Agency will account for the same, and dispose of it in the manner LCTA directs.

Termination of LCTA for Default. LCTA may terminate this Agreement, in whole or in part, because of (i) the failure of Agency to fulfill or properly perform its obligations under this Agreement, (ii) the filing by Agency of a voluntary Petition in bankruptcy, (iii) the filing against Agency of an involuntary petition in bankruptcy which is not dismissed in thirty (30) days of filing thereof, (iv) the Agency becomes insolvent or makes a transfer in fraud or creditors, or (v) the judicial appointment of a receiver for substantially all of Agency's assets. LCTA shall determine by delivering to Agency a notice of termination specifying the nature, extent, and effective date of termination. In the event LCTA terminated this Agreement as a result of a default by Agency and it is subsequently determined that Agency was not in default, the Agreement shall be deemed treated as though terminated for LCTA.

Payment Upon Termination for Default. If this agreement is terminated for default, as provided herein, Agency shall promptly submit its termination claim to LCTA and LCTA shall determine, in its sole discretion, the Agency's compensation, if any, to be Agency in proportion of the value, if any, of work performed up to time of termination.

The parties hereto intending to be legally bound have hereunto set their hands and seal.

LUZERNE COUNTY
TRANSPORTATION AUTHORITY

Attest

Chairperson

Date: _____2015

AGENCY REPRESENTATIVE
COUNT ON US PRESCHOOL, DAYCARE, INC.

Attest

Owner

Date: _____2015

