

## Agreement to Provide Transportation

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Hazleton, a Municipal Corporation, through its Department of Public Transportation, located at 126 W. Mine Street, Hazleton, Luzerne County PA (hereinafter referred to as "Hazleton Public Transit")

### And

The Luzerne County Transportation Authority a Pennsylvania Municipal Authority Corporate and Politic, having a primary place of business at 315 Northampton St., Kingston, PA 18704 (hereinafter referred to as "LCTA") and together the "Parties"

### WITNESSETH:

**WHEREAS**, Hazleton Public Transit currently provides transit services for the greater Hazleton area community through established service set by the transit department; and

**WHEREAS**, a large portion of the greater Hazleton Area senior citizen population requires van transportation services which are currently being provided by Hazleton Public Transit; and

**WHEREAS**, the parties have cooperated to provide these required transportation services to the senior citizen population for the benefit of both LCTA and the City of Hazleton.

**WHEREAS**, the parties are desirous to formalize the Agreement to Provide Transportation and enter into this Agreement to define the rights and duties of all parties;

**AND NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth and the covenants and conditions hereinafter contained, the parties agree as follows:

1. Hazleton Public Transit will verify all current riders 65 years of age and older are eligible riders for the LCTA Shared Ride service.
2. Hazleton Public Transit will collect required co-pay and provide record keeping in accordance with the Shared Ride Program Rules.
3. Hazleton Public Transit will provide proof that it and its' subcontractor, Easton Coach, has appropriate insurance as required by the Shared Ride Program. LCTA will be named as an additional insured as required by the Shared Ride Program.
4. Hazleton Public Transit agrees to the administrative fee required by LCTA for submitting to PennDOT the Hazleton Public Transit ridership numbers and disbursement of the lottery reimbursement for said rides. It is agreed that this fee will be 20% of the approved Shared Ride fare.

5. LCTA agrees to compensate Hazleton Public Transit for these services at the rates set forth herein.  
A current rate of \$11.40 (\$14.25 full fare - \$2.15 co-pay -\$2.85 admin fee) for Zone 1 trips. The same logic will apply for Zone 2 and Zone 3 trips.
6. The current approved Shared Ride fare is \$14.25, \$16.50 and \$18.50. Hazleton Public Transit and LCTA mutually agree a fare increase will result in reimbursement levels increased accordingly. The 20% Administrative fee will remain in effect.

The current fare and proposed reimbursements are as follows:

<b>Shared Ride Fare and Reimbursement Amounts</b>				
	<b>ZONE 1</b>	<b>ZONE 2</b>	<b>ZONE 3</b>	
<b>SR FARE</b>	\$14.25	\$16.50	\$18.50	
<b>15% Co-Pay</b>	\$2.15	\$2.50	\$2.80	Retained by HPT
<b>Lottery Share</b>	\$12.10	\$14.00	\$15.70	State Reimbursement
	(\$2.85)	(\$3.30)	(\$3.70)	LCTA Admin Fee
	\$9.25	\$10.70	\$12.00	LCTA per trip payment to HPT

7. The LCTA will submit to PennDOT the Hazleton Public Transit ridership numbers in a timely manner along with its own numbers for the month on which the trips occurred. Payment to HPT will be made within 30 days of the LCTA receiving payment from PennDOT.
8. The term of this Agreement shall run from July 1, 2015 through June 30, 2016. This Agreement can be terminated by either party within thirty (30) days with written notice.

### **MERGER**

This Agreement contains all the items and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provisions 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 Hazleton Public Transit 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.

**INDEMNIFICATION**

Hazleton Public Transit 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 the Agreement.

Intending to be legally bound, the Parties hereto have set their hand and seal.

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Authorized Representative  
Hazleton Public Transit

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Anthony Baldo, Board Chair  
LCTA