

**TRANSFER OF SERVICE**  
**AND**  
**PROVIDER AGREEMENT**

THIS AGREEMENT, dated as of the \_\_\_\_\_ day of JUNE, 2014, by and between:

WYOMING COUNTY, a political unit of government, corporate and politic duly incorporated as a County within the Commonwealth of Pennsylvania having its address as Wyoming County Commissioners, 1 Courthouse Square, Tunkhannock, Pennsylvania, (Hereinafter referred to as “COUNTY”)

**AND**

LUZERNE COUNTY TRANSPORTATION AUTHORITY, an Authority, corporate and politic organized under the Pennsylvania Municipality Authorities Act of 1945, having its principal place of business at 315 Northampton Street, Kingston, Pennsylvania, (Hereinafter referred to as “AUTHORITY”)

**WITNESSETH:**

WHEREAS, the AUTHORITY provides shared ride, para transit service within Wyoming County by Agreement since January 1, 2012; and

WHEREAS, The AUTHORITY receives financial operating assistance for shared ride, para transit service from the Commonwealth of Pennsylvania,

Department of Transportation, (hereinafter referred to as “Penndot”) and from the Medical Assistance Transportation Program (MATP), Department of Public Welfare and is subject to their oversight; and

WHEREAS, the AUTHORITY and COUNTY have re-assessed the provision of such services in Wyoming County and believe that the COUNTY has the necessary means of providing such services without requiring further services from the AUTHORITY.

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein and intending to be legally bound hereby, enter this Agreement to transfer to the COUNTY the responsibility as the provider for all shared ride and para transit in Wyoming County and end the need for such service from the AUTHORITY under the following terms of Agreement:

1. Transfer of Service:

The AUTHORITY agrees that the COUNTY will be the sole provider of para transit, shared ride services and non-emergency medical transportation services to eligible medical assistance recipients in need of such service in Wyoming County.

2. Manner of Service:

The COUNTY agrees to provide the services noted above in conformity with Title 55 Pa. Code Chapter 2070, as may be amended.

3. Medical Assistance Transportation Program

The COUNTY shall be entitled to all rights, duties and payment reimbursements arising from the “Medical Assistance Transportation Program Grant Agreement (MATP), (hereinafter referred to as “MATP”) between COUNTY and the Commonwealth of Pennsylvania Department of Public Welfare effective, July 1, 2014.

4. Vehicles and Equipment:

The AUTHORITY for the sum of One (\$1.00) Dollar agrees as of the effective date of this Agreement to transfer to the COUNTY all right, title and interest to the motor vehicle vans identified on the list attached hereto and incorporated herein as Exhibit “A”. The COUNTY agrees to accept all right, title and interest for said vehicles and equipment, “as is” with no warranty as to condition and to the extent any vehicles are under sales, manufacturers or lease warranty, then such warranty shall be assigned by the AUTHORITY and the COUNTY.

Further, COUNTY agrees to accept title, transfer and insurance coverage for the vehicles as of the effective date of this Agreement and further agrees to use the vehicles for Shared Ride and Para Transit Services to eligible passengers in Wyoming County.

5. Assignment of Agreements for Point to Point Services:

AUTHORITY assigns to COUNTY all rights, duties and payment for reimbursements for all Point to Point Contracts identified on a list attached hereto and incorporated herein as Exhibit "B" for all reimbursed services on and after the effective date of this Agreement. (July 1, 2014)

6. Assignment of Agreements for Service to County:

As of the effective date of this Agreement, AUTHORITY hereby agrees to assign, and COUNTY hereby agrees to accept the assignment of, all the rights, duties, and obligations under the contract of AUTHORITY for services provided to agencies within Wyoming County which are enumerated in Exhibit "C" attached hereto and incorporated herein. If any such contracts can be terminated on or after the effective date of this Agreement by giving notice, AUTHORITY agrees to give such notice of termination as COUNTY may direct. It is expressly understood and agreed that COUNTY is not assuming any liability, satisfaction or commitment for services provided by the AUTHORITY prior to the effective date of this Agreement. AUTHORITY warrants and represents that the aforesaid contracts are now in full force and effect and that AUTHORITY has not defaulted on and is not now in default on said contracts and if any expenses or costs on said contracts are incurred prior to the effective date of this Agreement, funds will be allocated or set aside from funds

payable on behalf of AUTHORITY to pay same by COUNTY.

7. Release of Accrued Funds and Audit:

As of the effective date of this Agreement, AUTHORITY will release, transfer and assign to COUNTY any funds on deposit with AUTHORITY which are payable for services in Wyoming County provided by COUNTY on or after July 1, 2014 and any funds that may be received after the effective date of this Agreement for services provided in Wyoming County on or after July 1, 2014 will also be released, transferred and assigned to COUNTY.

8. Effective Date of Agreement:

The parties agree that "July 1, 2014" shall be the effective date of this Agreement signifying the transfer of services and all provisions set forth in this Agreement unless prior to that date, the parties in writing mutually agree to designate a different date. The phrase "effective date of Agreement" used in the various paragraphs of this Agreement shall be "July 1, 2014."

The parties further agree to cooperate with each other to effectuate the terms of this Agreement by the effective date noted and to do all acts and authorize the execution by the proper signatories on their behalf of all writings, documents, titles, ancillary agreements, resolutions or notifications to complete the transfer as herein noted in this Agreement.

9. Warranty 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.

10. No Conflicts 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.

11. No Members of Congress:

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

12. 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 a nationally recognized overnight courier service, addressed as follows:

**TO AUTHORITY:**

Luzerne County Transportation Authority  
Attention: Mr. John Alu  
315 Northampton Street  
Kingston, Pennsylvania 18704

**TO COUNTY:**

Wyoming County Board of Commissioners  
Attention: Commissioner Ron Williams  
1 Courthouse Square  
Tunkhannock, Pennsylvania 18657

13. Binding and Beneficial Effect:

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefits of any other third party or other person.

14. 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.

15. Independence of Parties:

COUNTY 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 COUNTY AND AUTHORITY.

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings, whether oral or written.

17. Amendments and Waivers:

Except as otherwise set forth herein, this Agreement may not be waived, amended, released, discharged, rescinded, or abandoned, except by a written agreement duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hand and corporate seals the day and year first above written.



**ATTEST:**

**WYOMING COUNTY COMMISSIONERS:**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Judy Kraft Mead, Chairperson

BY: \_\_\_\_\_  
Tom Henry, Vice-Chairman

BY: \_\_\_\_\_  
Ron Williams, Commissioner

**ATTEST:**

**LUZERNE COUNTY TRANSPORTATION  
AUTHORITY:**

\_\_\_\_\_  
Secretary BY: \_\_\_\_\_  
Salvatore Licata, Chairman