

For FY18/19

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1st day of July, 2018, by and between

AppalCART and

Agency Name: Town of Blowing Rock

Contact person: Ed Evans

Address: 1036 Main Street, Blowing Rock, NC 28605

Phone: 295-5200 E-mail: eevans@toibr.us

Rate ---- Van-\$33/hr, LTV - \$43/hr, and Bus - \$56/hr

THIS AGREEMENT, effective this 1st day of July, 2018, by and between AppalCART, hereinafter referred to as the Authority; and the Town of Blowing Rock;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Town do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the AppalCART Community Transportation Service Plan March 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Town of Blowing Rock.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 19-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The Blowing Rock In-Town route shall be in service between 11:00 AM and 6:00 PM on Fridays and 11:00 AM -5:00 PM on Saturdays from July 1, 2018 until October 28, 2018. The Authority will provide regularly scheduled transportation services for the Town as mutually agreed upon. The route will be a fixed route on a twenty minute headway in the area of downtown Blowing Rock. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least ten (10) days notice is given. The route and schedule may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Blowing Rock.
2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Town with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:
NCACC RMP.L&P Policy # LP-AP-473-16.
3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.

5. The Authority shall commence performance of this contract on the 6th day of July, 2018, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-007.
6. By mutual agreement, the unit rate of said service shall be \$33/hr for a van, \$43/hr for a Light Transit Vehicle, and \$56/hr for a bus. The Authority will submit itemized invoices to the Town on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com
9. If the Authority becomes excluded from participation in this agreement, the Town will be promptly notified.

Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

Charlie Sellers
Blowing Rock Mayor

ATTEST:

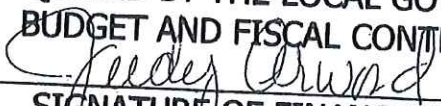
Hilari Hubner
Clerk to the Town Council

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Emily Beach
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**


SIGNATURE OF FINANCE OFFICER