

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Mass Transportation Authority, a Michigan Corporation** whose principal place of business is located at **1401 South Dort Highway, Flint, MI 48503** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024**, and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Derrick Britton** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

8.2 Immediate Termination

If the county, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, DVS may terminate this Contract immediately upon notice to the other party.

8.3 Termination for Convenience

If either party determines that it is in their best interests, they may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the county may terminate this Contract by written notice specifying the date of termination.

The county shall pay for all work properly performed up to the effective date of the notice of termination.

9. **Nondiscrimination**

Each Party covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (including but not limited to sexual identity, gender, gender identity and/or gender expression), height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Each Party covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. **Audit Rights**

11.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

11.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to

ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.3 Audit

The Contractor agrees that the County should examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

12. Identity Theft Prevention

12.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

12.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

13. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached or provide satisfactory proof it is self – insured for the risks on Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

13.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance or self-insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

15. General Provisions

15.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

15.1.1. The Contract – This Professional Services Contract

15.1.2. Exhibit A – The Scope of Work

15.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

15.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

15.3 Third Party Rights

The covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of, and are enforceable only by, the parties hereto and their respective successors and permitted assigns. No person or entity, except the parties shall be beneficiaries of any kind of the terms to this Agreement

15.4 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

15.5 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

15.6 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

15.7 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

15.8 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

15.9 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

15.10 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

15.11 Remedies

All remedies specified in this Contract are non-exclusive. Each Party reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the other party fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MASS TRANSPORTATION
AUTHORITY

COUNTY OF GENESEE

By:_____

By:_____

Edgar H. Benning, General Manager
Flint Mass Transportation Authority

James Avery, Chairperson
Board of County Commissioners

Date:_____

Date:_____

EXHIBIT A
Description of the Services

Responsibilities of the MTA:

1. Between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, MTA agrees to use the best efforts to provide transportation and personal assistance to DVS patients who need transportation and an additional level of support. Services will be provided in accordance with MTA's established policies and procedures and includes assistance to and from the vehicle and to and from the entrance of the facility. MTA drivers will provide assistance with patients while: (1) boarding and exiting the vehicle, (2) entering and exiting their homes, (3) accessing any related destinations authorized by the county.
 2. MTA Drivers will be provided specific training to properly assist DVS veterans and/or their dependents or caregivers in accessing this Service and all authorized related destinations.
 3. MTA retains the right to deny service to any passenger that engages in violent, seriously disruptive or illegal conduct, represents a direct threat to the health and safety of others or could potentially endanger the health and wellbeing of others.
 4. MTA will generally utilize passenger vehicles for this service; however, "lift" vehicles may be utilized on occasion as needed.
 5. MTA will develop Quality Control measures and will incorporate this Service Program into its current system for addressing customer service related concerns, comments, and complaints.
 6. MTA will track each trip provided and will invoice the county on a monthly basis at the rate of \$20/ per one – way trip, and \$10/per authorized "connected" trip for 3 trips per household, per month within Genesee County.
 7. MTA, with prior approval by a County DVS representative, will provide trips to Saginaw and Oakland County for C & P exams (compensation and pension), and the flat rate is \$50 for up to 4 hours and an additional \$15 an hour for an hour for each additional hour. The driver remains on-site. These trips may be performed in partnership with the transit agencies in each respective county.
 8. For no shows or late cancellations, the fee shall be split between the county and MTA. The fee shall not exceed \$10 per cancellation (\$20 roundtrip fare in county).
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FEE Schedule

One-way trip (within Genesee County)	\$20.00
Connected trip (within Genesee County) *Connected trip is one additional stop in the course of a regular one-way trip. Ex: Patient stops at pharmacy on way home from hospital	\$10.00 per connection
One-way trip to or from Lapeer, Shiawassee, Oakland, Saginaw, Livingston, or Tuscola Counties (all counties immediately surrounding Genesee)	\$25.00
Flat rate for any trips occurring outside of counties listed above (up to four hours) i.e., Detroit, Macomb County, Ann Arbor.	\$60.00 flat rate (up to four hours) each additional hour is \$15.00
Connected trip outside of Genesee County (During course of intercounty trip)	\$20.00 per connection

Responsibilities of Genesee County Department of Veterans Services:

1. DVS will provide MTA all eligible veterans/dependents applications via email or fax.
 2. DVS agrees to promptly pay the established fare for all services received from MTA within thirty (30) days of receipt of an invoice. If payment is not timely received, in full, MTA may deny transportation services under this agreement and reserves the right to exercise all rights and remedies available to it at law or otherwise.
 3. DVS agrees to release and hold harmless the MTA, it's employees and agents from all claims, loss, liability or expense (including attorney's fees) arising from bodily injury, property damage or death to any person or persons resulting directly or indirectly for the provision of transportation services under this Agreement.
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EXHIBIT B
Genesee County Insurance Checklist

PROFESSIONAL SERVICES CONTRACT FOR: Mass Transportation Authority -Department of
Veteran Services – October 2023- September
2024

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

☒ 8. Genesee County named as an additional insured on general liability, auto liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

☒ 9. Other insurance required: Abuse and Molestation Liability - \$1,000,000 limit

☒ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

☒ 11. The certificate must state bid number and title

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

☐ The above required policies carry the following deductibles:

☐ Liability policies are occurrence claims made

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

Addendum

October 1st, 2024 – September 30, 2025

- MTA will track each trip provided and will invoice the county on a monthly basis at the rate of \$20/ per one – way trip, and \$10/per authorized “connected” trip.
 - 3 trips per month within Genesee County as well as 1 of these 3 out of County trip (Authorized VA Hospital) for veteran ONLY
 - Transportation to a VA Hospital which results in an admission will be charged at \$25.00
 - Return trip for veteran who was admitted to a VA Hospital will be charged at \$25.00
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