

TRANSPORTATION MAINTENANCE AGREEMENT
for
MOUNTAIN PROJECTS, INC "HAYWOOD PUBLIC TRANSIT"

THIS AGREEMENT, as set forth herein between the COUNTY OF HAYWOOD, 215 North Main St., Waynesville, NC 28786, hereinafter referred to as "COUNTY", and MOUNTAIN PROJECTS, INC., 2251 Old Balsam Road, Waynesville, NC 28786, hereinafter referred to as "MPI", represents a mutual understanding and agreement whereby COUNTY will provide to MPI certain services as set forth below.

- I. PURPOSE. The purpose of this Agreement is to provide efficient and effective maintenance services for the fleet of vehicles operating within the Haywood Public Transit system.
- II. TERM AND AMOUNT OF AGREEMENT. This agreement will be for a term of twelve months, beginning on July 1, 2016 and ending on June 30, 2017. MPI shall pay the COUNTY costs of parts and supplies used in maintaining the fleet.
- III. OBLIGATION OF THE PARTIES.
 - A. The "COUNTY" shall:
 1. Provide parts and labor to maintain fleet vehicles in appropriate manner. County work on the vehicles shall include the following items:
 - a. Preventive Maintenance - Oil Changes, chassis lube, wiper blades, air filters, etc.
 - b. Brake Repairs
 - c. Tire Replacement including mounting and balancing
 - d. Engine Tune up - plugs, wires, coils, radiator fixes, etc.
 - e. Light replacement - Headlamps, strobe lights, other outside lights, etc.
 - f. Minor miscellaneous repairs- i.e. exhaust hanger replacement, reglue loose nonslip flooring, seals, etc.
 2. Be responsible for submitting to MPI, invoices with detail on a monthly basis.
 3. Agree to keep and maintain good and proper business records of all services and charges provided for under this Agreement.
 4. Make all books and records maintained by the COUNTY pertaining to this Agreement available to MPI or its representatives for the purpose of inspection or audit during normal business hours and upon reasonable notice.
 5. Be responsible from a liability standpoint only for the actions of County employees and only to the extent not covered by any legal or statutory defense. No defenses shall be waived as to any person or corporations.

B. "MPI" shall:

1. Provide twenty-four (24) hours advance notice of preventive maintenance needs (i.e. oil change, lube, tire rotation, brake inspection, tire changes, shocks or strut replacements and tune-ups).
2. Ensure that vehicles are delivered and picked-up at the garage in a timely manner.
3. Reimburse COUNTY on a monthly basis for all expenses incurred for the maintenance of fleet vehicles within 15 days of receipt of invoice.
4. MPI shall maintain the customary and usual insurance coverage currently in place on the vehicles being serviced to include periods of time while the vehicles are located at the County garage, including General Liability Insurance and Comprehensive Automobile Liability Insurance. The County shall be named as an additional insured on all insurance policies providing coverage of vehicles being serviced at the County garage.

C. General terms:

1. Any modification or amendments to this Agreement shall be in writing and signed by all parties.
2. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date.
3. This Agreement shall automatically extend for successive annual terms each County fiscal year thereafter, provided, however that either party may terminate the Agreement and prevent the annual fiscal year automatic extensions by giving written notice to the other party not less than 90 days prior to the termination of the current fiscal year ending June 30th.
4. Each and every provision of this contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in North Carolina and that the contract is to be performed in North Carolina. Venue for purposes of any cause of actions shall be in North Carolina.
5. Failure to enforce any provision of this Contract shall not be construed as waiver of such provision or otherwise affect the validity of this Contract.
6. If any provision of this Contract is adjudicated invalid by any court of competent jurisdiction, such invalidity will not affect the remainder of this Contract.
7. Labor and record keeping performed at the County Garage will be treated as "in kind" based on the hourly rate for the number of mechanic hours required to complete scheduled maintenance and repairs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written, each of which shall, without proof or accounting for other counterparts, be deemed an original Contract. MPI and the COUNTY each represent the individual signing this Agreement on its behalf has the power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each party.

Executed this the ____ day of _____, _____

MOUNTAIN PROJECTS, INC.

COUNTY OF HAYWOOD

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

WITNESS: _____ WITNESS: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

PRE-AUDITED AS REQUIRED BY THE
LOCAL GOVERNMENT & FISCAL CONTROL ACT:

COUNTY FINANCE DIRECTOR