

MEMORANDUM OF AGREEMENT BETWEEN GREYLINE VANPOOL, LLC

| AND |
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| , Vanpool Coordinator |

| 1. | PURPOSE: The purpose of this Memorandum of Agreemen | t (MOA) is to establish a mutual |
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| | framework governing the respective organizational relationsh | nips, responsibilities, and activities |
| | between Greyline Vanpool, LLC and | , Vanpool Coordinator. This |
| | agreement is primarily for the utilization of Greyline Vanpoo | l's ridesharing service located at |
| | the vanpool coordinators respective military installation. The | areas of responsibility and |
| | relationships presented herein provide the concept under whi | ch the program will be executed. |

2. REFERENCES:

- a. Department of the Army Mass Transportation Benefits Program Outside the National Capital Region, 1 July 2013.
- 3. BACKGROUND: Greyline Vanpool, LLC is a Veteran Owned Business that was founded in April 2018 by two West Point Graduates and a Columbia University MBA graduate with a mission to provide mass transportation services to military personnel and DOD civilian personnel on and around U.S. Military Installations. In addition to Greyline Vanpool, LLC specializing in high quality vanpool operations, maintenance, and logistical services, Greyline Vanpool, LLC also fully supports the Department of the Army's mission of reducing traffic congestion, air pollution, and expanding Soldiers commuting alternatives around military installations.

4. DESCRIPTION OF SERVICES/GOODS TO BE PROVIDED:

- a. Goods and/or services that Greyline Vanpool, LLC may provide under this MOA include military and DOD personnel transportation vanpooling/ridesharing, vehicle maintenance, insurance reimbursement and transportation cost reduction analysis.
- **5. RESPONSIBILITIES OF THE PARTIES:** The following paragraphs identify responsibilities of the organizations involved:
- a. Greyline Vanpool, LLC Responsibilities. Greyline Vanpool, LLC shall provide
 with goods and/or services in accordance with the purpose, terms, and conditions of this MOA and implementing arrangements, as appropriate.
 - (1) Provide monthly invoices to the vanpool coordinator for the entire vanpool group ensuring that the actual commuting cost for each individual equals the total amount of the invoice.



- (2) Provide a fully functional vehicle that fits the needs of the vanpool group and seats at least six riders.
- (3) Consistently execute cost analysis for each vanpool group to ensure rider cost are adjusted based on ridership levels.
- (4) Conduct semi-annual checks with the vanpool coordinator on the condition of the vehicle as well as status of riders.

| (5) Provide Quality Assurance support as requested |
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- (1) Establish a monthly vanpool Attendance Log to monitor participant ridership levels to ensure that cost estimates per participant are accurate.
- (2) Notify the MTBP Installation POC if participants are not using the vanpool for more than 50% of the working days of the month.
- (3) Serve as treasurer for the group and ensure each rider pays the vanpool vendor by the 15th of each month.
 - (4) Ensure that the vehicle is only being utilized for vanpooling.
 - (5) Ensure that there is No smoking or dipping in the vehicle.
 - (6) Ensure all riders are wearing seatbelts while the vehicle is in motion.
 - (7) Ensure there is lawful and legal insurance on the vehicle.
- **6. MANPOWER:** No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

7. FUNDING:

- a. As of 1 JAN 2020, the fixed amount (base cost) charged by Greyline Vanpool, LLC is \$265 per rider.
- b. All riders will be charged the same amount each month.
- c. Each rider will be required to pay Greyline Vanpool, LLC by the 15th of each month.
- **8. DISPUTE RESOLUTION:** In the event of a dispute between the parties,



and Greyline Vanpool, LLC agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute; they shall refer it for resolution to the US Army Financial Services or such other entity as agreed to by the parties.

9. COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide

for consistent and effective communication between Greyline Vanpool, LLC and ________, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA. The principal representatives for this MOA are listed below.

Angel L. Santiago Chief Executive Officer Greyline Vanpool, LLC 221 Spring Terrace LN Clarksville, TN, 37040 909.838.8439

Vanpool Coordinator Phone Number

- 10. REVIEW: This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties.
- 11. AMENDMENT, MODIFICATION AND TERMINATION: This MOA may be amended or modified only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party, but Greyline Vanpool, LLC requests that 30 days' notice be given.
- 12. **EFFECTIVE DATE:** This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.
- 13. ACCEPTANCE OF AGREEMENT:



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| ANGEL L. SANTIAGO Jr. Chief Executive Officer Greyline Vanpool, LLC | DATE | Santiago Jr. |
| Vanpool Coordinator | DATE | |