

AGREEMENT BETWEEN
CENTER FOR INDEPENDENT LIVING OF NORTH CENTRAL FLORIDA
AND
CITY OF GAINESVILLE

This Agreement is made by and between CENTER FOR INDEPENDENT LIVING OF NORTH CENTRAL FLORIDA, a not for profit organization (hereinafter referred to as the CIL) and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as the CITY), by and through the City Commission.

WHEREAS, the CIL has agreed to provide the following service to City's Regional Transit System (RTS):

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1: TERM OF AGREEMENT

- A. The term of this Agreement shall begin October 1, 2006, and expire on September 30, 2007. This Agreement may be extended at the sole option of the CITY for three additional years. The Agreement shall be effective when fully executed, and shall constitute the entire agreement between the parties and shall supersede all agreements on the same service. It is further understood that RTS has final authority for the paratransit eligibility program. Additionally, RTS will provide the CIL-NCF with written statements to include:
 1. Eligibility criteria for ADA paratransit;
 2. A process of appeals for individuals deemed ineligible for ADA paratransit which specifies RTS, not CIL-NCF, as the party responsible for processing the appeals;
 3. The ADA regulations for CIL-NCF to follow as the provider of this certification process;
 4. Release of CIL-NCF from responsibility for any transactions between a rider and RTS after the certification process; and
 5. A procedure for submitting processed applications to RTS.
 6. RTS will provide CIL-NCF staff with guidelines to be utilized in the certification process to include explanations of eligibility criteria and process for determining eligibility.
- B. RTS will provide CIL-NCF with a digital camera (which shall remain the property of RTS), laminating pouches, and stock cards to produce proper identification cards.
- C. RTS will furnish promotional materials (e.g. brochure or flyer) for distribution to the public regarding paratransit, as well as brochure or flyers for consumers describing the regulations governing ADA paratransit and explaining availability of main bus service.

SECTION 2: SCOPE OF SERVICES

Certification and Re-Certification of ADA Paratransit Eligibility.

CIL-NCF will re-certify all current holders of the ADA Paratransit Eligible Identification cards and will be the sole agency to certify all new applicants.

A. ADA Paratransit Eligibility Determination

1. Service to be provided:

- a) As applications are completed, they will be processed on a weekly basis.
- b) ADA paratransit eligibility will be determined using ADA guidelines.
- c) Letters of eligibility will be generated and sent weekly to those consumers who qualify for the service.
- d) The CIL-NCF paratransit coordinator will continue to update a database that details information about the consumer. This would include, address, phone number, Personal Care Attendant (PCA) eligibility, date of approval, date of application, Medicaid eligibility and whether they need an alternate format.
- e) The paratransit coordinator will make bus cards as needed.
- f) Each month the paratransit coordinator will provide RTS an updated copy of the ADA eligibility database known as "Big Mama".

B. ADA Paratransit Field Certification

1. Service to be provided:

- a) For certain applicants it is more feasible for the ADA screening process to occur off-site of the CIL-NCF, e.g. when applicant is preparing for discharge from a medical facility or there are multiple applicants at one place, such as a nursing home facility. In these situations when the CIL-NCF staff can go to the applicant, the City does not incur the cost of transporting the applicant(s) to the CIL-NCF.

C. Ride Audits

1. Service to be provided:

- a) Each month CIL-NCF staff will travel different fixed routes and using an RTS approved report card, evaluate ADA compliance and report the findings.
- b) Each month CIL-NCF staff will travel on the ADA Paratransit system and using a RTS approved report card, evaluate ADA compliance and report the findings.
- c) CIL-NCF will complete no less than ten hours of ride audits per month. This will include hours for fixed route as well as ADA paratransit service. CIL-NCF staff and consumers completing the audits will determine survey days and times.

SECTION 3: CONTRACT PRICE

A. Certification and Re-Certification of ADA Paratransit Eligibility

1. There will be a \$35.00 processing fee for each ADA eligibility application. CIL-NCF will bill RTS on a volume basis or no less than monthly and no more than bi-weekly. Billing will consist of a summary listing of all ADA applications processed. RTS shall remit payment within 30 days.
2. There will be a \$25.00 processing fee for each eligibility determination. CIL-NCF will bill RTS on a volume basis or no less than monthly and no more than bi-weekly. Billing will consist of a summary listing of all eligibility determination processed. RTS shall remit payment within 30 days.

B. ADA Paratransit Field Certification

1. A \$20.00 surcharge will apply per application for the first five (5) applications processed at a single site. Six (6) or more applications processed at a single site shall be billed at a flat rate of \$100.00. A copy of staff travel vouchers will be submitted with the invoices.

C. Ride Audits

1. Cost to perform ride audits will be billed monthly at \$100.00 per month.

SECTION 4: CONTRACT PERIOD

This Agreement shall be for a period of one (1) year, beginning October 1, 2006 and expiring September 30, 2007. This Agreement may be extended at the sole option of the CITY for up to three additional one-year periods (FY 07/08, FY 08/09, and FY 09/10).

SECTION 5: TERMINATION

This Agreement may be terminated at anytime upon mutual consent or upon sixty (60) days written notice by either party for failure to comply with any term herein or for failure to provide services in a timely manner. In the event of a default, the defaulting party will be afforded a reasonable opportunity to correct the cause of the default.

SECTION 6: STATUS OF PARTIES

Nothing herein is intended to create any partnership or other arrangement between the parties. Neither party shall hold itself out as an agent of the other, nor will either party use the name, logo, or program of the other in such a way as to create the appearance of any relationship or authority.

SECTION 7: MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the entire agreement between CIL-NCF and the CITY with regard to the Certification and Re-Certification of ADA Paratransit Eligibility and may not be amended or modified except by written agreement of both parties. Any such amendment or modification shall be attached to and become a part of this Agreement upon execution.

SECTION 8: NOTICES

All notices or other communications under this Agreement shall be deemed to have been duly given when made in writing and delivered to the following:

For CIL-NCF

William D. Kennedy
Executive Director
CIL-NCF
222 SW 36th Terrace
Gainesville, FL 32607

For CITY of GAINESVILLE

Jesus M. Gomez
RTS Transit Director
City of Gainesville
PO Box 490, Mail Station 5
Gainesville, FL 32602-0490

In witness hereof, the parties listed above have executed this agreement of the date set forth below:

For CIL-NCF

For CITY of GAINESVILLE

EXECUTIVE DIRECTOR

CITY MANAGER

Date

Date

APPROVED AS TO FORM AND
LEGALITY

Gainesville City Attorney's Office