

AGREEMENT BETWEEN
MV TRANSPORTATION, INC.
AND
CITY OF GAINESVILLE

This Agreement is made by and between MV TRANSPORTATION Inc., a corporation (hereinafter referred to as MV TRANSPORTATION) and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as The CITY), by and through the City Commission.

WHEREAS, MV TRANSPORTATION has been designated by both the Gainesville Area Metropolitan Transportation Planning Organization (MTPO) and the State of Florida Commission on the Transportation Disadvantaged (CTD) under Florida Statute Chapter 427 as the Community Transportation Coordinator (CTC) for transportation services in Alachua County;

WHEREAS, The CITY operates a public transit system, known as the Regional Transit System (RTS), which under F.S. Chapter 427 must coordinate its services with those provided by MV TRANSPORTATION;

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

SECTION 1: TERM OF AGREEMENT

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 one additional year. The Agreement shall be effective when fully executed, shall constitute the entire Agreement between the parties and shall supersede all agreements on the same service.

SECTION 2: SCOPE OF SERVICES

MV TRANSPORTATION shall provide door-to-door ADA Complementary Paratransit Service for RTS in accordance with the Americans with Disabilities Act of 1990 and the Scope of Services defined in the Proposal for Florida's Transportation Disadvantaged (TD) Program for Alachua County prepared for the RFP submitted on April 14, 2003.

- A. Unless otherwise directed by the CITY, MV TRANSPORTATION will be responsible for providing the following services and resources, as described herein and as such may be modified by the CITY from time to time:
1. Acquire and maintain dedicated vehicles in accordance with all requirements.
 2. Provide all personnel necessary to successfully perform this Agreement in accordance with all requirements.
 3. Establish and utilize an operations/maintenance facility(s) in accordance with all requirements.
 4. Provide telephone equipment in accordance with all requirements.
 5. Provide all vehicles with a two-way radio system in accordance with all requirements.
 6. Provide door-to-door transportation to certified ADA clients residing or starting from a point within the Gainesville city limits, in accordance with all requirements, and in accordance with all federal, state, local, county, and city requirements.

7. Gather, maintain, and provide vehicle manifest, reports, documentation, and data in accordance with all requirements.
8. For each assigned trip, provide documentation in accordance with all requirements.
9. Comply with all federal, state, local, county and city requirements applicable to the delivery of services and the full performance of this Agreement.
10. Provide for road supervision for monitoring of MV TRANSPORTATION service operation.

2.1 General Overview

A. The Americans with Disabilities Act of 1990 is a federal law that prohibits discrimination against individuals with disabilities in connection with the provision of transportation service. The law requires complementary paratransit services be provided for individuals with disabilities who are unable to use a fixed route transportation system.

B. Definitions:

- a) Acceptance – as used in the Agreement, means the act of an authorized representative of the CITY by which the CITY assumes for itself, or agrees to assume for another, ownership of existing and identified supplies, or approves specific service, as partial or complete performance of the Agreement.
- b) Claim - as used in the Agreement, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to this Agreement.
- c) Common Wheelchair – is a wheelchair that does not exceed 30 inches in width and 48 inches in length, measured two inches above the ground and does not weigh more than 600 pounds when occupied. Wheelchairs are defined to include both three-wheeled and four wheeled mobility aids. Three-wheeled “scooters” and other non-traditional designs that fit these standards must be transported. This definition may be modified consistent with federal, state or local regulations relating to the delivery of program services as deemed necessary by the CITY.
- d) Correction - as used in the Agreement means the elimination of a defect.
- e) Dedicated Vehicles – are vehicles which are provided solely for paratransit services and will not be used in any other capacity, e.g. charter services.
- f) Door-to-Door Service – is defined as service from the first floor front door or main lobby of a rider’s origin to the first floor or main lobby of the rider’s destination.
- g) Manifest – a specific itinerary of trips assigned to a specific vehicle
- h) Missed Trip - a missed trip is a trip that was not performed regardless of the reason for non-performance or was performed more than one (1) hour after the end of the pick up window.
- i) Monitoring – activities performed by the CITY or other federal, state or local governmental entities with regulatory authority over ADA, TD, Medicaid, and

- Developmental Services, to ensure compliance with current laws, regulations and procedures and with all aspects of this Agreement. These measures may include but not be limited to, examination of electronic data, all files, records, vehicles, facilities, equipment, personnel, securement devices, and service delivery. Monitoring may be conducted with or without notice.
- j) Road Calls – any in-service interruptions caused by failure of some functionally necessary element of the vehicles, whether the rider is transferred or not. Road calls exclude accidents.
 - k) Service Animals – any animal that is specifically trained to assist a person with a disability in the completion of daily life functions. Examples of service animals may include, but are not limited to: guide dogs, service dogs or monkeys, and signal dogs for the deaf. Service animals are identifiable by a special leash, harness, or other identifying equipment.
 - l) Services – as used in the Agreement, include services performed, workmanship, and materials furnished, utilized or required in the performance of standards and this Agreement.
 - m) Wide Wheelchair – is a wheelchair that exceeds 30 inches in width and 48 inches in length, measured over two inches above the ground and weighs more than 600 pounds when occupied.
 - n) Valid Complaint – is any complaint in which MV TRANSPORTATION has been found to be “at fault.” At fault status is determined by the RTS ADA Transit Coordinator based on investigation of the situation presented by the client and MV TRANSPORTATION’s explanation of the circumstances which caused the situation to occur.

2.2 SERVICE AREA (49 CFR 37.131 (a))

The ADA Complementary Paratransit Service (CPS) service area must be to origins and destinations within a maximum corridor of $\frac{3}{4}$ miles on either side of a fixed-route and any origin and destination within the city limits of Gainesville or as specified by the CITY. A service area map will be prepared and made available to MV TRANSPORTATION.

2.3 OPERATING SCHEDULE AND SERVICE TIMES (49 CFR 37.131 (e))

MV TRANSPORTATION will provide ADA paratransit service on the same days and hours as RTS fixed route service. Except as defined below:

- A. Since different fixed routes have different start and end times, complementary service times will be based on the earliest start time and the latest end time. The major portion of service will be provided between the hours of 5:30 am to 9:00 pm Monday through Friday and 6:00 am to 8:00 pm on Saturdays.
- B. On major holidays when there is no fixed route service available, there will be no ADA paratransit service with the exception of dialysis service.

- C. MV TRANSPORTATION shall deliver transportation services on such days and during such hours as directed by the CITY in writing.
- D. RTS will provide ADA service after 8:00 PM to ADA riders within the evening service area. MV TRANSPORTATION will make the reservation and coordinate with RTS on the date, time and location.

2.4 METHOD OF PAYMENT AND BILLING REPORTS

The fee for services under this agreement will be as follows:

- \$19.74 per one way trip for ambulatory riders (within RTS service limits)
- \$22.51 per one way trip for riders using a mobility device (within RTS service limits)

The CITY will pay these fees less the Two Dollar (\$2.00) ADA Complementary Service fare on a monthly basis within 30 days of receipt of the invoice for services. Invoices should be received no later than the 10th day following the preceding month of service. The invoices for service shall include the name of the passenger, origin, destination, time of pick up and date.

- A. All trip records shall be retained for a minimum of three years after provision of service.
- B. All trip records shall be open for inspection and audit during regular business hours and days.
- C. Once the CITY receives MV TRANSPORTATION invoice, the CITY will verify the information on the invoice. If there is a discrepancy, the CITY will work with MV TRANSPORTATION to resolve the discrepancy and MV TRANSPORTATION will provide the CITY with a corrected invoice.

2.5 FARES (49 CFR 37.131 ©)

Fares charged to a certified ADA paratransit eligible rider can be no more than twice the full fare for a comparable fixed route trip.

- A Current price for ADA trips is \$2.00 per one-way trip.
- B Personal Care attendants may not be charged nor will the City reimburse PCA trips.
- C Travel companions shall be charged \$2.00 per one-way trip.
- D The fare will be established by the City Commissioners. The fare may be paid in cash or courtesy passes. The CITY reserves the right to change the fare amount at anytime.
- E The manifests and schedules provide complete instructions to the driver concerning the amount of fares to be collected.

- F The driver is required to collect the fare specified on the manifest or schedule at the time the vehicle arrives to transport the rider(s).
- G If a rider does not provide the appropriate fare, the driver is required to notify the dispatcher.
- H Upon approval of RTS, MV TRANSPORTATION may sell passes, tickets or other fare media for ADA demand response service.
- I MV TRANSPORTATION is prohibited from transporting riders who fail to present the appropriate fare unless failure to transport the rider would result in the rider being stranded away from home. In such instances MV TRANSPORTATION will transport the rider and treat the incident as a matter of rider misconduct which is subject to the client code of conduct.
- J Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.
- K MV TRANSPORTATION will retain all fares which are received in the form of cash as partial payment for services rendered.

2.6 VEHICLES

A. Sufficient Fleet

MV TRANSPORTATION shall provide a sufficient number of vehicles to meet the current service levels and must include spare vehicles to allow for routine servicing, repairs, vehicle breakdowns and similar occurrences as may be reasonably anticipated. Vehicles used in the provision of this service must meet the age and mileage requirements set forth by FTA and DOT regulations.

1. MV TRANSPORTATION will allow vehicle inspections by City personnel at a minimum of twice a year. The CITY will schedule inspections to minimize the impact on service delivery but reserves the right to conduct unannounced inspections.
2. All vehicles used in the transportation of wheelchairs and other mobility devices will comply with all provisions of applicable federal, state, local, county and city requirements, including the Americans with Disabilities Act (ADA), 49 CFR, Section 37 and 38, and all applicable provisions of the City of Gainesville Vehicle for Hire ordinances, as any or all may be amended or superseded from time to time.
3. All newly acquired accessible vehicles must have transit style doors for easy boarding and alighting. Portable stools will not be acceptable.

B. RTS LEASED VEHICLES

1. To assist in the provision of ADA services, the CITY will lease to MV TRANSPORTATION a minimum of six (6) ADA compliant vehicles at the rate of One Dollar (\$1.00) annually. MV TRANSPORTATION may use these vehicles for coordinated paratransit service subject to the insurance requirements contained in this Agreement. MV TRANSPORTATION will use Florida Department of Transportation (FDOT) and Federal Transit Administration (FTA) guidelines for paratransit vehicle maintenance. MV TRANSPORTATION through execution of this Agreement agrees to maintain those vehicles using the standards outlined in FDOT guidelines. Appropriate maintenance and repair records will be made to authorize City personnel as requested.
2. A weekly mileage report must be submitted from MV TRANSPORTATION by 9:00 am the first business day of each week for each vehicle leased to MV TRANSPORTATION.
3. To ensure that vehicles are maintained in proper working order, MV TRANSPORTATION is required to utilize the following maintenance procedures:
 - a) Pre-trip inspections are required to be performed according to Florida Administrative Code 14-90.006. Records of such inspections will be retained by MV TRANSPORTATION for at least six (6) months from the date of inspection.
 - b) The results of the pre-trip inspection are to be documented on the "Daily Vehicle Inspection Report" which is to be maintained by the MV TRANSPORTATION Maintenance Supervisor.
 - c) MV TRANSPORTATION is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior to ensure the requirements of Section 2.6 C are observed, and should include; cycling the lift, and checking of all fluids, including fuel, oil, brake fluid, etc.
4. MV TRANSPORTATION will perform preventive and regular maintenance in accordance with manufacturers' recommendations.
 - a) MV TRANSPORTATION is required to maintain written documentation of the date, mileage, VIN or plate numbers, and vehicle number, when the preventative maintenance was conducted, and any repairs that were made. Such documentation will be retained by MV TRANSPORTATION for the duration of the Agreement. All maintenance must comply with Section 14-90.004 of the Florida Administrative Code.
5. MV TRANSPORTATION must allow RTS, Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), the Commission for the Transportation Disadvantaged (TD), and any

other governmental entity with regulatory control over the program services to conduct periodic inspection of vehicles used for this program.

- a) Inspections will not interfere with service obligations but may be conducted with or without notification at MV TRANSPORTATION'S facilities.
 - b) Spot checks may be carried out while vehicles are in service.
6. Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve MV TRANSPORTATION from any Agreement responsibility. Any vehicle pulled from service must be re-inspected by RTS before being placed back into service. In addition, vehicles which do not meet the following safety standards will also be pulled from service:
- a) Any tire on a vehicle not meeting the minimum criteria for tread depth as prescribed by FAC 14.90.007.
 - b) Any vehicle used in the delivery of service using a re-tread or re-grooved tire on the steering axle.
 - c) Any vehicle missing one or more of the following safety equipment /devices:
 - 1. PBC approved First Aid Kit
 - 2. OSHA approved Bio-Hazard Kit
 - 3. Emergency Triangles or 3 Flares
 - 4. Charged and compliant fire extinguisher.
 - d) Any vehicle with a leak in the exhaust system.
 - e) Any vehicle not having the proper amount of wheelchair tie down and corresponding restraint systems.
 - f) Any vehicle not having valid registration/insurance information on board.
 - g) .Any vehicle not having a properly functioning two-way radio system.
 - h) Any vehicle not having a functioning air conditioning system in accordance with manufacturers specs. Temperature emanating from the vent at or below 60F.
 - i) Any active engine fluid leak.
 - j) Any vehicle not having functioning lighting in accordance with Administrative Rule 14-90.007 to include back up lights.

- k) Vehicles not having a functioning back-up alarm.
 - l) Vehicles not equipped with the manufactures prescribed manual pump handle to operate the wheelchair lift.
 - m) Vehicles no having properly functioning seatbelts.
 - n) Dirty vehicles as determined by the RTS personnel performing the inspection. e.g. bug infestation, garbage.
 - o) Any vehicle with cracked windshields.
7. Each vehicle provided to MV TRANSPORTATION from RTS must undergo a join inspection between RTS and MV TRANSPORTATION before it is put into service and it will be re-inspected annually.
 8. Vehicle Breakdowns: If a vehicle breaks down in service, MV TRANSPORTATION shall dispatch a back-up vehicle and placed en route with fifteen (15) minutes of notification of the breakdown. MV TRANSPORTATION will notify RTS via email of any delays caused by vehicle breakdowns. Include Date, time, vehicle number and run number.

C. System Safety Program Plan

1. Vehicles operated under this Agreement must meet requirements of Florida Statute 341.061 and Administrative Rule 14-90. MV TRANSPORTATION will be subject to biannual compliance inspections by the RTS Maintenance Manager or designee.
2. MV TRANSPORTATION shall establish a safety program, including a system for monitoring driver performance that identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as safety incentives and awards, meetings and posters.
3. Any vehicle that fails to pass a mandated safety inspection, or upon inspection by a designated CITY employee, is determined not to meet all applicable regulations shall be removed from service immediately until MV TRANSPORTATION makes necessary repairs or modifications. The vehicle will be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, and accident damage and vehicle condition.
4. Vehicles provided by RTS will be jointly inspected by both agencies prior to turn-over. If defects are discovered, the vehicle will be repaired by RTS to both parties satisfaction prior to acceptance of the vehicle by MV TRANSPORTATION.

D. Contractor Vehicles and Equipment

MV TRANSPORTATION shall maintain vehicles and equipment in a safe, clean and sanitary condition. Vehicles shall be maintained in the manner described in Section 2.6 of this Agreement. Vehicles and equipment shall be maintained to avoid producing pollutants or leaking oil or other fluids. Vehicles and equipment that cannot be maintained in this manner shall not be used to provide services covered in this Agreement.

E. Semi-Annual Inspections

Any vehicle or equipment may be inspected at such times as may be determined by the CITY to determine the operating condition of the vehicle or equipment and compliance with the terms of this Agreement. Vehicles will be inspected at a minimum on a semi-annual basis.

F. Vehicle Standards:

MV TRANSPORTATION is responsible for ensuring that all vehicles meet the following requirements, as they may be modified from time to time by federal, state, local, county or city law and that no driver is allowed to operate any vehicle that does not meet these requirements:

1. Maintained in excellent overall operating condition.
2. Kept in clean condition.
 - a) MV TRANSPORTATION shall maintain the appearance and cleanliness of all vehicles it uses in service so as to provide a positive public image and appearance. No vehicle shall be operated with accident damage readily apparent to passengers. For cleanliness, reasonable exceptions will be made for usage during inclement weather.
 - b) Vehicle interiors will be swept and emptied of trash at least once a day before the vehicle is put into service. The vehicles should be free of noticeable dirt, spills and odors. To prevent noticeable build-up of grime once a week all vehicles must undergo a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ killing cleanser.
 - c) Body fluids, which could pose a health hazard to passengers, shall be cleaned up immediately before picking up any additional passengers. Clean up kits must be made available and replenished or replaced after use on each vehicle in service.
 - d) All vehicles will have exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Damaged or torn seats or other upholstery shall be replaced promptly.

- e) Each time the vehicle is cleaned a record will be kept for a minimum of fourteen (14) days in the vehicle. This record must state what was washed, who washed it, and when it was washed.
 - f) No unauthorized propaganda, slanderous materials or sign up sheets shall be placed on the vehicles without the written approval of the Transit Director or his designee.
3. Each vehicle will be equipped with:
- a) A dry chemical, type A-B-C fire extinguisher with a minimum of a five (5) pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.
 - b) A first aid kit with a minimum of twenty-four (24) items as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), mounted at a location easily accessible to the driver.
 - c) Three safety triangles or three road flares secured in a convenient location which will not interfere with passengers.
 - d) Blood borne pathogen spill kits ("Bio-Hazard Kit")
 - e) Emergency web-cutter.
 - f) Seatbelts for all occupants of the vehicle including the driver.
 - g) All other equipment, agent, product or material required by federal, state, local, or county law or which may be required by the City from time to time.
 - h) All vehicles will be equipped with copies of emergency and accident procedures.
 - i) Each vehicle must have a storage container to store wheelchair securement devices or any other loose items.
4. No vehicle will be operated without all required safety equipment being on board at all times.
5. MV TRANSPORTATION is required to display the company name and telephone number on each vehicle. A vehicle identification number in two (2) black numbers is required to be displayed on the exterior of the vehicle. The exact specifications for placement will be determined by the CITY.
6. MV TRANSPORTATION is prohibited from displaying any advertising material on the exterior and/or interior of any vehicle performing work on this Agreement, unless expressly authorized in writing or provided by the CITY.

7. The wheelchair securement system must comply with the Americans with Disabilities Act (ADA) SAEJ2249 and ISO 10542, as it may be amended from time to time. Wheelchairs securement system belts must be retractable to prevent accidental tripping and swivel to accommodate wheelchairs of various widths. All wheelchair securement systems must accommodate forward facing mobility devices.
8. All ambulatory seating will be forward facing.
9. Lifts and entrance ways will be in compliance with ADA requirements.
10. Minor body damage, which does not affect the safety of performance of the vehicle, must be repaired within thirty (30) calendar days of occurrence.
11. Each vehicle will have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and will have unobstructed vision on all sides. Each vehicle will have sufficient functional lights within the interior compartment, a functioning horn, and all standard equipment safety features (e.g., hazard flashers, etc.) will be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip resistant to ensure rider safety.
12. Each vehicle will have functioning mechanisms that ensure all doors are capable of being opened from inside, and remain closed and secured while the vehicle is in motion.
13. Each vehicle will be weather-tight and free of leaks. The engine compartment will also be free of leaks from oils and fluids.

SECTION 3 CONTRACTOR PERSONNEL

- A MV TRANSPORTATION shall employ or engage a sufficient number of drivers, management and/or support personnel to assure the CITY of continuous, reliable service and shall provide dispatching services and radio communication with all drivers and vehicles as well as telephone communication with the CITY at all times service is being provided. Drivers employed by MV TRANSPORTATION shall possess such licenses and permits as required by the state and the localities in which the vehicle will be operated for the operation of the classification of vehicle to be assigned to the driver. MV TRANSPORTATION shall update its driver listing as necessary, but not less than monthly. The CITY shall have the right to require MV TRANSPORTATION, with cause, to remove any driver assigned to the work upon notification in writing to MV TRANSPORTATION.
- B MV TRANSPORTATION will act in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, MV TRANSPORTATION agrees that it will not discriminate against any employee or

applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, MV TRANSPORTATION agrees to comply with applicable Federal implementing regulations and any other implementing requirements FTA may issue.

- C Equal Employment Opportunity – The following equal employment opportunity requirements apply to this Agreement:
1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, MV TRANSPORTATION, agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, “41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity” as amended by Executive Order No. 11375, “ Amending Executive Order 11246 Relating to “Equal Employment Opportunity, “42 U.S.C. § 2000e note), and with any applicable Federal statues, executive order, regulations, and Federal policies. MV TRANSPORTATION also agrees to comply with Chapter 8 of the Gainesville Code of Ordinances which prohibits discrimination on the basis of sexual orientation. MV TRANSPORTATION agrees to take affirmative action to ensure that applicants for employment and employees are treated during the application process and during employment, without regard to their race, color, creed, national origin, sex, sexual orientation or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, MV TRANSPORTATION agrees to comply with any implementing requirements FTA may issue.
 2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. § 5332, MV TRANSPORTATION agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, MV TRANSPORTATION agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, MV TRANSPORTATION agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, MV TRANSPORTATION agrees to comply with any implementing requirements FTA may issue.
- D Employees and drivers supplied by MV TRANSPORTATION shall undergo such training as required by the CITY including but not limited to awareness and sensitivity, diversity, passenger assistance, defensive driving and proper wheelchair boarding and securement. Driver training shall be documented indicating methodology of training; amount of time spent on training for each discipline and signed by MV TRANSPORTATION’s safety officer or his/her designee. MV TRANSPORTATION shall cooperate in requiring said employees to attend training sessions conducted by the CITY. All training costs shall be the responsibility of MV TRANSPORTATION.

3.1 Supervision

MV TRANSPORTATION shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties set forth herein. CITY personnel shall have the right to request removal or replacement of any personnel if said personnel are unqualified, not accommodating, and/or belligerent to clients or offer a nuisance or threat.

3.2 Applicable Laws

MV TRANSPORTATION shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

3.3 General Manager

A. Responsibilities

1. MV TRANSPORTATION shall designate a General Manager that will be located at the operations/central dispatch center. The General Manager shall regularly advise RTS of times when he or she will not be on site. The General Manager will be the principal point of contact with RTS and shall be responsible for overall operations management.
2. The General Manager shall meet at least monthly with RTS staff regarding all aspects of MV TRANSPORTATION's responsibilities under this Agreement. The General Manager shall be available when requested by RTS for attendance at meetings with public advisory committees or the Transportation Disadvantaged Local Coordinating Board.
3. The General Manager will recruit and train personnel so as to ensure that all service is provided in a safe, courteous manner and that adequate supervision is available to ensure service quality.
4. The General Manager will have a minimum of five (5) years management experience in the area of specialized paratransit services for seniors and people with disabilities.

B. Availability and Emergency Phone Numbers

At all times when MV TRANSPORTATION is engaged in RTS operations, the General Manager or a person of supervisory rank designated by the General Manager in advance shall be available in person or by telephone. A pager may be used to comply with this requirement. The General Manager or his/her designee shall be empowered and qualified to take any reasonably required action in the event of an emergency. The General Manager shall provide the CITY with a list of emergency phone numbers for all key administrative personnel.

C. General Manager Knowledge requirements

The General Manager must know and understand all federal, state and CITY requirements, including Americans with Disabilities Act (ADA), 49 CFR, sections 37 and 38, the requirements of the Florida Transportation Disadvantaged Program chapter 427, F.S. and Section 41-2, FAC., all requirements of Chapter 14-90, F.A.C and all applicable provision of the City of Gainesville Vehicle for Hire Ordinances, as all may be amended or superseded from time to time

D. Replacement of the General Manager

The CITY and MV TRANSPORTATION agree that excellent management and leadership skills are vital to the success of this program. The CITY desires that MV TRANSPORTATION retain the services of an approved General Manager for the duration of this Agreement. The approved General Manager is expected to be on site except for vacation or other approved time off, conferences and/or appropriate training, seminars or workshops. In the event the pre-approved General Manager leaves the position for any reason, the CITY must approve any replacement General Manager and he/she must meet the terms outlined herein, and prior to his/her designation by MV TRANSPORTATION as the General Manager, the CITY will receive a minimum of three resumes from qualified candidates for consideration.

3.4 Driver Selection

A. MV TRANSPORTATION shall establish a formal selection process that shall include:

1. Verification that the applicant has an appropriate, valid Florida State driver's license as well as a Commercial driver's license if required.
2. Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor vehicles.
 - a) Verification that the applicant has a clean driving record with no more than 4 points in the past three years.
 - b) The driver must not have had a driver's license suspended or revoked for moving violation within the last three (3) years.
 - c) The driver must not have been convicted of a serious traffic violation such as driving under the influence or alcohol or drugs, leaving the scene of an accident, using a vehicle in the commission of a felony, reckless driving and/or reckless endangerment within the last five (5) years.
3. Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of MV TRANSPORTATION's contractual obligations relating to the transporting of passengers with disabilities, including, but not limited to:

- a) Verification that the applicant is physically capable of safely driving the program vehicles
 - b) Assisting passengers in getting to, on, off and from the vehicles.
 - c) Securing mobility devices with the paratransit vehicle
4. A pre-employment physical and drug screen is required. Drivers and all other employees performing safety-sensitive function(s) will satisfy the requirements of MV TRANSPORTATION's Drug and Alcohol Testing Program which will be administered in conformance with the requirements of 49 C.F.R., parts 40 and 655, as they may be amended or superseded from time to time
 5. All drivers must pass a lifetime criminal background check with the Florida Department of Law Enforcement (FDLE) before being put into service. No driver shall be employed for service under this Agreement that has been convicted or adjudicated guilty of a criminal offense. For the purposes of the Agreement, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or plea of nolo contendere or no contest.

B Uniform

Drivers shall wear an easily recognizable uniform, subject to approval by CITY personnel, all drivers must appear clean and neat and present a professional image and wear pants or shorts with a tucked in, collared, polo type shirt.

1. All drivers are required to wear the photo ID badge bearing the driver's picture, which will be in color and the driver will be in an MV TRANSPORTATION uniform.
2. Drivers shall identify themselves verbally to passengers with visual impairments.

C Driver Training

MV TRANSPORTATION shall provide driver training to ensure compliance with Transportation Disadvantaged standards and ADA law and regulations. Prior to transporting riders, drivers will successfully complete all training requirements specified herein, as they may be amended from time to time.

1. MV TRANSPORTATION shall provide an approved training and retraining program to teach and maintain driver proficiency and the necessary skills to provide safe, courteous and efficient service to RTS customers. The driver-training program shall include the following:
 - a) Defensive driving, using a program approved by the National Safety Council

- b) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguisher and two-way radio communications.
 - c) Operating procedures, including passenger assistance policies, fare collection, definition of Personal Care Attendants vs. Companions and the impact on fare collection.
 - d) vehicle pre-operation checks, use of forms and record keeping and dispatch procedures
 - e) Know and understand local geography, training must include locations of public and private agencies, points of interest, and other locations to which paratransit clients are likely to travel.
 - f) Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training. To ensure sensitivity to an safe transport of person with disabilities, training shall include, but not limited to the following:
 - 1. Passenger assistance techniques for passengers with: wheelchairs (including 4 –point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments and Alzheimer’s Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect of the customer’s stamina during transport.
 - g) Dealing with all types of Service Animals
2. Relevant policies and procedures contained in MV TRANSPORTATION’s Operator’s Manual.
 3. Annual reviews of individual driver’s responsibilities and performance.
 4. Semi-annual observations of the driver’s on-the-job performance.
 5. Drivers shall:
 - a) Be trained and road tested by MV TRANSPORTATION with each vehicle to ensure they can use them properly and the equipment therein.
 - b) Be proficient in the use of two-way communications systems and any other inter-connective device, mechanism or software used by MV TRANSPORTATION to perform the Agreement.
 - c) Demonstrate proficiency in securement and storage of mobility devices.
 - d) Demonstrate proficiency use of safety equipment on board the vehicle.
 - e) Be trained in emergency accident procedures.
 6. Maintaining records for all drivers to verify that the training has been received.
 7. Basic professional courtesy, customer service and the elimination of attitudinal barriers.

D Driver Duties

1. Drivers will be professional and courteous at all times. Drivers, who yell, swear and insult passengers shall be removed from the performance of services under this Agreement.
2. Drivers are required to provide door-to-door service for all riders indicated on the manifest/schedule unless otherwise specified on the manifest.
3. Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence in performance of this Agreement.
4. Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle and then from the vehicle to the door/entrance of the rider's destination.
5. This assistance may include, but not be limited to: pushing the rider's wheelchair, lending the rider a supporting arm, guiding the rider by the hand or arm, assisting the rider on or off the vehicle.
6. Drivers may not assist passengers using common wheelchairs up or down more than one step or through grass and/or sand.
7. Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.
8. When the rider boards the vehicle, drivers are required to collect any applicable fare. If the rider does not have the appropriate fare, the driver is required to act in accordance with MV TRANSPORTATION's policies and requirements regarding drivers' duties. MV TRANSPORTATION is not responsible for providing car seats.
9. Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this Agreement.
10. Drivers shall not smoke, eat or drink at any time in or around a vehicle.
11. Prior to beginning the trip, drivers are required to ensure that all passengers are wearing seat belts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws; such as stopping at all railroad crossings, etc. All seats are required to have lap and shoulder seat belts. Each vehicle must have one seat belt extension.
12. Use of a cell phone either with or without "hands-free devices" is strictly prohibited. In vehicles equipped with AM/FM radios, such devices may be played at low volume but must be turned off immediately upon request by a passenger. Personal radios or other audio devices, with or without headphones, are strictly prohibited. Two-way Nextel radios are authorized for

use of communications between the drivers and other MV TRANSPORTATION Personnel.

13. Drivers are required to request, but not permitted to insist, that riders who use three-wheeled scooters and who are able, transfer to seats rather than ride on the scooter. If the rider does not transfer, the driver must make every effort to secure the scooter.
14. Before a rider exits the vehicle, drivers are requested to assist the rider in locating and/or gathering and removing all personal belongings brought on board.
15. MV TRANSPORTATION will make an effort to return any personal belongings left on vehicles, to the riders who left them.
16. Drivers are required to notify their dispatcher of any incident involving the safety, misconduct or injury of a passenger; damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system required by the Agreement must take place immediately and a written report will be completed by the driver and submitted to the CITY in accordance with all requirements outlined herein.
17. Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on a different address, the driver must contact the dispatch office and obtain authorization before deviating from the manifest.
18. Routes will be scheduled in order to attain at least an average 1.5 completed trips per revenue hour. It is expected that drivers will have an effective knowledge of the service area to attain this.

E Dispatchers:

1. MV TRANSPORTATION will employ a sufficient number of dispatchers to ensure timely processing of same-day schedule changes and cancellations while maintaining continuous two-way communication with all vehicles on this project. This will include a minimum of one dispatcher for every 30 routes.
2. Dispatchers and drivers will be responsible for online real time Trip Check-in.
3. Dispatchers will be required to correctly update each route a minimum of once per hour.
4. MV TRANSPORTATION will update the paratransit scheduling software with all same day trip changes and same day add-ons. The dispatcher must update the scheduling software with all route changes, trip completions, driver and route information. Dispatch will control the activities of the drivers once they leave the MV TRANSPORTATION compound with the provided manifest and are available for service.

F Removal of Personnel:

1. MV TRANSPORTATION shall be responsible for all negligent, intentional, malicious, wrongful acts and omissions of its employees, subcontractors, agents, or assigns, and their respective officers, employees, servants, or agents, and any other person performing any portion of this work under this Agreement. The CITY shall have no liability as a result of any negligent, intentional, malicious, wrongful acts and omissions of MV TRANSPORTATION employees, subcontractors, agents, or assigns.
2. MV TRANSPORTATION warrants that it will utilize only competent and skilled employees in the performance of the work under this Agreement, and that it will not assign any person to perform work who is unfit or unqualified to perform the task assigned. MV TRANSPORTATION further acknowledges that its performance of the work hereunder will require daily contact with the users of the CITY's paratransit system, and interaction with the members of the CITY's staff and members of the public. MV TRANSPORTATION agrees that it will utilize only personnel who are polite and courteous and who exhibit those traits necessary to provide a high level of customer service.
3. Employee's who are not performing in a satisfactory manner, or who are alleged to have committed a criminal act, or who are under criminal investigation (defined as any investigation conducted by a law enforcement agency for any felony crimes) shall be removed for the project (i.e., work required to be performed under this Agreement) by MV TRANSPORTATION or as required by the CITY and reassigned to other work for MV TRANSPORTATION not related to the performance of this Agreement. Such person will not be reassigned without the prior written consent of the CITY. Examples of unsatisfactory behavior included, but are not limited to excessive and/or repeated lateness, extreme or recurring rudeness, use of profanity, engaging in inappropriate physical or verbal contact or communication with riders, soliciting or accepting gratuities or gifts from riders, providing special attention or favors to riders, handling a vehicle in an unsafe manner or failure to possess proper knowledge of, or failure to perform, a proper wheelchair tie-down and/or rider securement.

G Continuing Training Requirements

1. MV TRANSPORTATION is required to provide training to all employees appropriate to their specific responsibilities.
2. Drivers and Dispatchers and all other employees who communicate or have direct contact with paratransit riders are subject to the training requirements named in this Agreement and any other requirements established by the CITY during the term of the Agreement.

H Personnel Records

1. MV TRANSPORTATION must maintain during the term of the Agreement and for no less than five (5) years thereafter, a file for each driver in the program which includes the following:

- a) A copy of the driver's license
 - b) A copy of the MVR and FDLE background reports run prior to the driver's hiring.
 - c) Copies of all certificates for all training which the driver has successfully completed.
 - d) A copy of directly employed driver's I-9 form, indicating his/her right to work in the U.S.
 - e) A copy of a certificate signed by MV TRANSPORTATION and the driver, indicating that the driver has undergone a physical and all required drug and alcohol screening and has tested negative for all illegal substances.
 - f) This file should also include all verifiable complaints and complements and any written reprimands and/or commendations from MV TRANSPORTATION regarding the driver's performance.
2. These files must not only be maintained for current drivers but for former drivers as well.
 3. A driver roster of all current drivers will be reported to RTS quarterly.

I Drug and Alcohol Testing

All drivers as well as other safety sensitive positions will be subject to Drug/Alcohol testing for pre-employment, random, post accident and probable cause under the Federal Transit Administration (FTA) regulations. MV TRANSPORTATION will provide RTS with documentation that MV TRANSPORTATION employees have randomly selected for Drug/Alcohol testing through the MV TRANSPORTATION testing program. FTA regulations for random testing of safety sensitive positions requires that 50% of those employees be tested for drugs only and 10% tested for drugs and alcohol in a one-year period. MV TRANSPORTATION will pay costs for all related testing.

MV TRANSPORTATION's attention is directed to 49 CFR Part 653 (drug testing requirements) and 49 CFR Part 654 (alcohol testing requirements). MV TRANSPORTATION shall be responsible for complete compliance with the regulations including, but not limited to, adoption of required policies, testing, employee training, record keeping and reporting as more fully detailed in the above referenced regulations. The cost of compliance shall be the sole responsibility of MV TRANSPORTATION. The CITY and funding entities shall have the right to inspect MV TRANSPORTATION's drug and alcohol testing program and all records maintained there under. In addition, MV TRANSPORTATION shall provide the CITY with quarterly reporting of all mandatory drug-reporting requirements.

J Two-Way Communication System

1. MV TRANSPORTATION is required to install a two-way communications system, approved by the CITY, which allows for continuous voice communications between dispatchers and drivers.
2. MV TRANSPORTATION shall not permit any unauthorized individuals to communicate on the system.

K Operations/ Maintenance Facility

MV TRANSPORTATION is required to have an operating facility within the Gainesville City limits. MV TRANSPORTATION must be able to perform the following responsibilities from its operating facility and/or through other facilities which must be identified in advance and/or accepted by the CITY.

1. Storage and maintenance of vehicles
2. Storage of all Agreement documents, records, reports, invoices and other paperwork associated with the RTS project as outlined within this Agreement.
3. Office space for the General Manager and other administrative/clerical staff.
4. Other support services necessary for the successful completion of work on this project.

3.5 PASSENGER ASSISTANCE POLICY

A. Door to Door Service

1. Transportation provided under this Agreement is door-to-door service. Drivers shall provide assistance from the door where the trip originates to the door of the destination. Drivers shall assist each and every passenger out of the vehicle, to the door of his or her destination. Since many passengers have hidden disabilities, drivers shall escort all passengers even if they do not appear to need assistance. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it inside the building of his or her destination. Drivers shall exercise tact at all times to ensure passenger dignity and pride.

2. MV TRANSPORTATION will provide the CITY with prescheduled door-to door demand responsive transportation services for ADA certified individuals residing within the area described in Section 2.2 utilizing ADA complaint vehicles only. MV TRANSPORTATION will follow the Code of Federal Regulations Title 49 Section 37: Subpart F-Paratransit as a Complement to Fixed Route Service; and Subpart G Provision of Service in providing service. In the event of a conflict between the ADA Complementary Paratransit Service Requirements and Federal Regulations, the federal regulations will prevail.

SECTION 4 ADA COMPLEMENTARY SERVICE (ADA CPS) REQUIREMENTS

The following list of requirements for ADA CPS was drawn from Federal ADA regulations, Code of Federal Regulations Title 49 Section 37: Subpart F-Paratransit as a Complement to Fixed Route and Subpart G- Provision of Service. These Federal regulations are the governing requirements for this Agreement and are summarized below:

4.1 Trip Purposes (49 CFR 37.131 (d))

MV TRANSPORTATION must accept and handle all requests for different trip purposes on an equal basis.

- A. Prioritizing trips, i.e. meeting demands for certain types of trips before accommodating others is not allowed.
- B. This provision does not prohibit MV TRANSPORTATION from offering “subscription service” for repeat trips.

4.2 Subscription Service (49 CFR 37.133)

MV TRANSPORTATION may provide subscription service for repeat trips so long as they do not absorb more than 50% of the number of trips available at any given time of day, unless there is a non-subscription capacity.

- A. For subscription service, MV TRANSPORTATION may establish waiting lists, trip purpose restrictions or priorities for participation.

4.3 Capacity Constraints (49 CFR 37.131(f))

MV TRANSPORTATION cannot limit the number of trips requested by a rider. Actions that would be considered service limits include:

- A. Placing a “cap” on the number of trips provided to an individual.
- B. Maintaining “wait lists” for trip requests that cannot be accommodated.
- C. Any operational pattern or practice that significantly limits availability of service (i.e. substantial numbers of significantly untimely pick ups, trip denials, excessive trip lengths, or missed trips.)

4.4 Response Time (49 CFR 37.131(b))

MV TRANSPORTATION must schedule and provide a trip to any ADA certified person when the request for service is made up to the day prior to the requested trip. ADA CPS must have a response time that is comparable to the fixed route system.

- A. Response time is defined as the elapsed time between the request for service and the provision of service.
- B. Scheduled Pick-up time is the time that MV TRANSPORTATION accepts a rider's trip request; the rider will be informed of the scheduled pick-up window.

- C. MV TRANSPORTATION shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published sixty (60) minute pick-up window as identified on the vehicle manifest/schedule.
- D. If the vehicle arrives within the pick-up window, a paratransit rider has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the manifest or schedule).
- E. If the rider fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for charging the rider with a "No-Show", entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.
- F. Drivers must leave a "No-Show" tag on any client's residence who is a "No-Show."
- G. If a driver departs a pick-up location without waiting the full five (5) minutes, fails to leave a "no show" tag or does not make a good faith effort to locate the customer, a driver must be sent back within twenty (20) minutes. If another driver cannot be sent back within twenty minutes, a stand-by driver must be dispatched at no expense to the CITY.
- H. "Next Day" service must be provided. Same day service requests may be accommodated by MV TRANSPORTATION for ADA sponsored trips on a space available basis and when scheduling permits.
- I. Reservation service must be available during all normal business hours and provisions must be made so that reservations can be made on Saturday for Sunday trips, and on Sunday for Monday trips. Reservation service can be provided by a receptionist or an answering machine so long as the needs of the rider are met.
- J. Riders must be allowed to make reservations up to 14 days in advance.
- K. MV TRANSPORTATION can negotiate pick up times up to one (1) hour from the time the rider desires. The rider must agree to any greater period.

4.5 No-Show Policy (49 CFR 37.125(h))

- A. The ADA regulation allows paratransit service to be suspended, for a reasonable period of time, when a rider consistently misses scheduled trips. The CITY administrative process for suspending paratransit service is as follows:
 1. A rider may be suspended for thirty (30) days after two (2) reported no-shows within a rolling sixty (60) day period.
 2. Before suspending service, MV TRANSPORTATION must notify the rider in writing, by certified mail, of the proposed suspended service, citing specifically the basis of the proposed suspension and describing the proposed sanction.
 3. The suspended rider must be given a chance within a reasonable time period, to be heard and to present information and arguments.

4. MV TRANSPORTATION must provide the suspended rider with written notification of the decision, the length of time for suspension and the reasons for it.

4.6 Door-to-Door Service

- A. MV TRANSPORTATION is required to provide door to door service.
- B. MV TRANSPORTATION is required to ensure that the driver goes to the door or main lobby of the rider's origin and informs the rider of his/her presences except in situations in which such assistance would not be safe for passengers remaining in the vehicle. In these cases the driver should contact dispatch for further assistance. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the rider's destination.

4.7 Assistance to be Provided

- A. Drivers must assist riders, upon request, in getting to, on, off and from the vehicle. This assistance may include:
 1. Lending a supporting arm, guiding and assisting up or down steps
 2. Drivers may not assist riders in wheelchairs up or down steps
 3. Drivers are not required to carry packages.
 4. Drivers are prohibited from lifting or carrying passengers and/or their children.

4.8 Travel Companion and Personal Care Attendants (PCA) (49 CFR 37.123 (f) and 49 CFR 37.131(c))

- A. MV TRANSPORTATION is required to transport scheduled Personal Care Attendants (PCA's) and Companions with eligible riders.
- B. Personal Care Attendants will not be charged to ride with the client they are assisting.
- C. Travel Companions shall pay the same fare as the rider (\$2.00 per one way trip).
- D. Space must be provided for one (1) PCA and (1) Travel Companion.
- E. Transportation costs for Personal Care Attendants (PCA's) will not be paid for by the CITY of Gainesville. PCA's are trained to assist the person with his/her disability and may board with the rider at no additional fee.
- F. Transportation costs for Companions will be reimbursed to MV TRANSPORTATION at 25% of the per trip cost.

4.9 Service Animals (49 CFR 37.3 and 49 CFR 37.167 (d))

MV TRANSPORTATION will allow service animals to board with the rider at no additional fee. The animal must be on a leash or controlled in some other fashion.

- A. A service animal is any guide dog, service dog, or other animal individually trained to work or perform tasks for an individual with a disability.
- B. MV TRANSPORTATION is required to transport service animals, in accordance with State and Federal laws.
- C. Other animals that can be trained include, but are not limited to, cats, monkeys, pigs, and birds.
- D. No proof is required of an animal's training.
- E. If it looks like a service animal, and the handler says it's a service animal, they must be allowed on board.
- F. Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.
- G. The animal can be prohibited from boarding if that particular animal poses a threat to the driver or other passengers.

4.10 Visitors (49 CFR 37.127)

By the ADA regulation, a visitor is defined as an individual with a disability who does not reside in the jurisdiction served by the entity providing complementary paratransit service.

- A. MV TRANSPORTATION will treat all visitors who provide documentation that they are ADA paratransit eligible in the jurisdiction where they reside as eligible for service in the RTS service area as well.
- B. Visitors who cannot provide ADA documentation must show documentation of their place of residence and disability. They will be provided service for no more than 21 days from their first trip until such time that they can become eligible for the RTS service area.

4.11 Transporting Children

- A. MV TRANSPORTATION is required to transport children in the following manner:
- B. Children who are between the ages of birth and four (4) years old inclusive, and/or children who weigh less than forty (40) pounds must travel with a responsible guardian and must ride in a child safety seat which complies with safety regulations. MV TRANSPORTATION is not required to provide the car seat.

4.12 Transporting Pets

- A. MV TRANSPORTATION is required to transport pets of riders as long as such pets are completely enclosed in commercial pet carriers which fit on the rider's lap or beneath their seat.

- B. The rider must inform MV TRANSPORTATION when making the reservation that he/she wishes to travel with a pet. Riders scheduled to travel with pets will be identified on the manifest or schedule. MV TRANSPORTATION may refuse to transport a rider who is traveling with a pet which disrupts service for that rider or any other rider.

4.13 Transporting Packages

- A. MV TRANSPORTATION is required to transport packages belonging to riders as long as the rider is able to manage those packages without the help of the driver.
- B. MV TRANSPORTATION is prohibited from transporting illegal controlled substances (excluding prescription medication prescribed for the rider), hazardous material, fire arms or explosive devices.

4.14 Vehicle Manifests/Schedules

- A. Information on the vehicle manifest/schedules will include, but are not limited to: the actual time and odometer reading for each pick-up and drop-off, and fare collection.
- B. MV TRANSPORTATION is required to ensure that all vehicle manifest/schedules are completed correctly and legibly by the driver and that these manifests are available for RTS review.
- C. Drivers are required to follow the manifest/schedule as provided to them.

4.15 Accidents and Incidents

- A. MV TRANSPORTATION shall notify the CITY immediately upon the occurrence of any accident involving a vehicle operated by MV TRANSPORTATION under this Agreement, whether owned by MV TRANSPORTATION or any other entity. MV TRANSPORTATION will notify RTS by either fax or phone of all road calls, accidents or incidents which disrupt service.
- B. Following immediate verbal notification, MV TRANSPORTATION shall, as soon as possible, but not less than 24 hours following the accident, provide a written accident report to the CITY on such form as directed by the CITY.
- C. MV TRANSPORTATION shall, within 24 hours of receipt by MV TRANSPORTATION, provide the CITY with written notification and copy of any claim or action for damages on account of bodily injury or property damage resulting from MV TRANSPORTATION's ownership, operation, maintenance or use of any vehicle. Said notice shall include the date and time such notification was received, the individual or entity making the claim, the basis of the claim and, if applicable, the names of any individuals or other entities claimed against. MV TRANSPORTATION shall fully cooperate with the CITY in the investigation of any accident and the defense of any claim.
- D. Drivers must be sent for a drug/alcohol test as required.

- E. MV TRANSPORTATION and/or their employees must be in compliance with provisions as outlined in U.S. DOT 49 CFR Parts 40 and 655, and all other corresponding state regulations including any revisions and/or future amendments.
- F. Upon the request of the CITY, MV TRANSPORTATION will make any employee involved in an accident or incident relating, in any fashion to its performance of the Agreement, available for questioning and as a witness for the CITY in any litigation that may result from or arise out of any act or omission of MV TRANSPORTATION.

4.16 Complaints and Commendations

- A. A Compliant is defined as “A report by an eligible rider or representative of a rider which identifies an incident or action by a driver or a member of MV TRANSPORTATION’S Staff which detracts from the positive image, service quality, and/or non-compliance with the requirements of the paratransit services covered in this Agreement.
- B. When MV TRANSPORTATION receives a compliant from the CITY or any of the community advocates, MV TRANSPORTATION is required to research the compliant with its personnel and take corrective action if necessary.
- C. MV TRANSPORTATION is then required to provide a response to the CITY as to how the compliant has been addressed as well as what corrective actions, if any, have been taken to avoid future complaints of the same nature. If requested MV TRANSPORTATION must provide the driver’s name and a copy of the manifest with each compliant.
- D. MV TRANSPORTATION is required to respond to service complaints within ten (10) business days.
- E. If the compliant involves safety or serious misconduct, MV TRANSPORTATION is required to respond within twenty-four (24) hours or less.
- F. The CITY will review responses to complaints, and if it deems the response to be inadequate, will redirect the complaint to MV TRANSPORTATION for further action.
- G. In all cases, the RTS Transit director is the final arbiter as to whether or not complaints have been adequately resolved by MV TRANSPORTATION.
- H. The CITY will also record commendations; however, MV TRANSPORTATION may also accept commendations directly.
- I. At the direction of the ADA Transit Coordinator, designated MV TRANSPORTATION Personnel may discuss specific complaints with paratransit riders or their representatives. All MV TRANSPORTATION personnel are prohibited from taking any actions against any individual who has made complaints in connection with this Agreement.

4.17 Other Responsibilities

- A. At the direction of the CITY, MV TRANSPORTATION may be given additional responsibilities, e.g.:
1. Distribute notices, flyers, brochures, surveys and other CITY authorized documents to paratransit riders on board CITY vehicles
 2. Attend regularly scheduled meetings between the County, the CITY and MV TRANSPORTATION.
 3. Attend meetings as required by the CITY.

SECTION 5 ADA Certification for ADA Eligibility (49 CFR 37.123) & Certification Rides

- A. The CITY has an established process for determining ADA paratransit eligibility and through the Center for Independent Living will provide a list of ADA eligible riders to MV TRANSPORTATION.
- B. The CITY provides one round trip to the certification and recertification appointment at The Center for Independent Living at no charge to the individual. The CITY will not pay for ADA certification rides outside of the ADA service area and/or Gainesville city limits.

SECTION 6 PERFORMANCE STANDARDS

6.1 Data and Reports

- A. Data: In addition to the requirements outlined elsewhere in this Agreement, MV TRANSPORTATION is required to keep the following data updated at all times and available at all times at the MV TRANSPORTATION facilities.
1. MV TRANSPORTATION must maintain a list of active/inactive vehicles for the paratransit service and report them to the CITY on a monthly basis.
 2. MV TRANSPORTATION must keep a file for each vehicle which includes the following information:
 - a) A copy of the vehicle registration
 - b) A copy of all maintenance reports covering maintenance (either preventative or corrective) performed on the vehicle
 - c) All accident or injury reports involving the vehicle
 - d) MV TRANSPORTATION must keep an updated copy of its System Safety Program Plan and show it to the CITY prior to performing service
 - e) MV TRANSPORTATION must keep copies of all accidents/incidents reports as well as any correspondence or documentation which results from them, filed by date of loss.
 - f) MV TRANSPORTATION must keep all insurance certificates on file at all times.

- B. Reports: MV TRANSPORTATION is required to provide data to assist the CITY in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports for which MV TRANSPORTATION will be required to provide information and assistance will include:
1. National Transit Database (NTD) report, which is submitted monthly and annually to the Federal Transit Administration (FTA)
 2. Quality Assurance Program (QAP) The RTS ADA Quality Assurance Program evaluates quality of service provided to passengers with disabilities using fixed-route buses and passengers using ADA complementary paratransit service.
 - a) The Quality Assurance Program is an on-going program with monthly reports to the Regional Transit System Citizens Advisory Board and other interested boards and committees.
 - b) Monthly totals of the criteria provided by MV TRANSPORTATION will be compared to goals set forth in the Quality Assurance Program. Adherence to these performance standards is required and failure to meet them could result in liquidated damages as outlined in Section 12.
 3. ADA Database in GIS format to allow the CITY to look at passenger trips based on ADA trips their origin and destinations.
 4. This assistance may include, but not be limited to: providing records, receipts, reports, etc., answering questions from the CITY Staff, completing report forms, etc.
 5. Complementary Paratransit Quality Assurance Program Report
- C The following goals have been created to provide quality service on the ADA complementary paratransit service in respect to ADA issues:
1. On-time performance – On-time performance is based on destination drop off and travel times. RTS allows for zero tolerance of late destination drop off. The industry standard is a minimum of 90% on time performance rate for pick-up and drop-off for the same trip.
 2. Passenger trips per hour – A minimum of 2 one-way trips per vehicle hour is the goal for paratransit service.
 3. Complaints – There should not be more than 3 complaints per 1,000 one-way passenger trips. (Per Transportation Disadvantaged Service Plan)
 4. Complaint resolution – RTS will contact the passenger voicing the complaint within 10 days of receiving the complaint to discuss complaint resolution. MV TRANSPORTATION will provide RTS complaint responses within a timely manner to adhere to the one-week timeline.

5. Safety – There should be no more than 1.4 avoidable accidents per 100,000 vehicle miles. (Per Transportation Disadvantage Service Plan)
6. Phone reservations – Caller will be on hold for a maximum of 2 minutes.
7. Travel times – Passengers ride time shall not exceed one hour.
8. Trip denials – Zero tolerance of trip denial.
9. Missed trips – Zero tolerance of missed trips.

6.2 NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS

- A. In order to maintain adequate Federal funding, the CITY requires that MV TRANSPORTATION report on a quarterly basis the following items:
 1. Vehicles operated in maximum service.
 2. Vehicles available for maximum service.
 3. Periods of Service (time service begins and ends)
 4. Service Supplied (to include number of vehicles in operation, total actual vehicle miles, total vehicle hours, total actual vehicle revenue miles and total actual vehicle revenue hours.)
 5. Unlinked passenger trips
 6. Passenger miles
 7. ADA Unlinked passenger trips
 8. Days of Operation
 9. Days not operated due to strikes or officially declared emergencies
- B. To successfully carry out the Complementary Paratransit Quality Assurance Program, MV TRANSPORTATION will provide the following information to the CITY on a monthly basis:
 1. Driver logs indicating scheduled pick up time versus actual pick up time and scheduled destination drop off time versus actual destination drop off time.
 2. A record of ADA complaints received from passengers.
 3. Accident data
 4. Total Vehicle mileage
 5. ADA Vehicle mileage

6. Passenger counts
7. Trip cost data
8. Telephone hold times
9. Passengers per hour totals
10. Total System No show numbers
11. ADA No show Numbers
12. Total System Cancellations
13. Total ADA Cancellations
14. Trip denials

SECTION 7 OPERATIONAL PROCEDURES

- A. Performance Measures: MV TRANSPORTATION is expected to meet the following measures of service quality:
 1. On-Time Performance:
 - a) MV TRANSPORTATION will be considered to be on time when its vehicle arrives to transport a rider within the scheduled pick-up window as shown on the vehicle manifest/schedule.
 - b) On-time performance will be measured from data received on completed driver manifests/schedules, and may be supplemented with data from any form of monitoring.
 - c) MV TRANSPORTATION will be charged with a valid early vehicle complaint when its vehicle drops a rider off more than thirty (30) minutes before the scheduled appointment time as shown on the vehicle manifest/schedule.
 - d) MV TRANSPORTATION will be charged with a missed trip when the vehicle arrives to transport a rider more than sixty (60) minutes after the close of the pick-up window.
 2. Service Complaints:
 - a) MV TRANSPORTATION will be charged with a valid complaint when the CITY determines that MV TRANSPORTATION has failed to provide service in accordance with either the requirements of this Agreement and/or in instances where MV TRANSPORTATION's response to a complaint is inadequate or incomplete.

- b) Issues which may generate complaints include, but are not limited to: late vehicles, unclean vehicles, unsafe vehicles, impolite personnel, unsafe securement practices, unsafe driving, loud music on board the vehicle, etc.

3. Service Safety:

- a) MV TRANSPORTATION is expected to have no more than one and four-tenths (1.4) at-fault accident per one-hundred thousand (100,000) miles of revenue service.
- b) MV TRANSPORTATION is expected to have no more than seven (7) road call per one-hundred thousand (100,000) miles of revenue service.

SECTION 8 ACCOUNTABILITY AND AUDIT REQUIREMENTS

- A. MV TRANSPORTATION shall maintain financial and other records, documents or reports as necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of such records or reports by the CITY, FTA and/or their designees.
- B. All records related to this Agreement shall be available for inspection, review or audit by personnel duly authorized by the CITY at all times for a period of at least three (3) years from the date of payment. Such review shall be during the regular business hours of MV TRANSPORTATION following reasonable notice.
- C. MV TRANSPORTATION will provide the CITY with one (1) copy of an annual independent audit of financial statements for the Gainesville, Alachua County location within 30 days after the completion of the audit, but in no case more than 9 months after the end of MV TRANSPORTATION's fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report. Such audits shall be performed by a Certified Public Accountant licensed by the State of Florida and prepared in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. MV TRANSPORTATION shall ensure that all audit work papers and reports are retained for a minimum of three years from the date of the audit report, unless notified in writing by the CITY to extend the retention period. The Provider shall also ensure that audit work papers are made available upon request to the CITY or its designee.

SECTION 9: PAYMENTS

As consideration for MV TRANSPORTATION satisfactorily performing the Scope of Services set forth in Section 2 hereof and complying with other terms of the Agreement, The CITY shall pay MV TRANSPORTATION according to the tasks identified in the Scope of Services.

9.1 Method of payment

- A. Properly completed manifests are essential for the processing of payments to MV TRANSPORTATION.
- B. MV TRANSPORTATION shall require drivers to enter all trip data on each manifest as trips are performed. The manifest shall indicate each trip supplied by MV TRANSPORTATION.
- C. MV TRANSPORTATION shall invoice the CITY on a monthly basis for trips actually operated. The invoice shall be submitted by the 10th of each month for the month preceding. The invoice shall indicate a deduction for fares collected.
- D. Each invoice will be reconciled by the CITY to ensure bill trips are within the CITY limits or within the ¾ mile buffer from the fixed route.
- E. Any discrepancies between the MV TRANSPORTATION invoice and the CITY records must be corrected to reflect actual rider activity.
- F. MV TRANSPORTATION shall not be reimbursed for fares it was required to collect but failed to collect.
- G. The City shall pay MV TRANSPORTATION within 30 days of receipt of a correct invoice from the contractor.
- H. If the CITY disputes any portion of Contractor's invoice, the CITY shall notify Contractor in writing within fourteen (14) days of receipt of MV TRANSPORTATION invoice.
- I. The CITY shall pay the undisputed portion of the invoice within thirty (30) days of receipt of MV TRANSPORTATION's invoice.
- J. Late invoices, and/or manifests may delay payment or result in the assessment of liquidated damages. Incomplete invoices or manifests shall cause payment to be delayed or withheld until there is substantial compliance with the requirements of this section. The CITY shall not pay for cancelled or no-show trips.
- K. Payment shall be mailed to MV TRANSPORTATION at MV TRANSPORTATION , Inc., Dept. 33135, PO Box 39000, San Francisco, CA 94139-3135

SECTION 10: INSURANCE

10.1 WORKER'S COMPENSATION

MV TRANSPORTATION shall maintain a policy of insurance covering Worker's Compensation risks in such amounts and with such coverage as required by the State of Florida. Prior to the start of this Agreement, MV TRANSPORTATION shall provide the CITY a Certificate of Insurance specifying coverage as required in this paragraph underwritten by a carrier acceptable to the CITY indicating that the CITY is included as additional insured on said policy. Said policy shall contain a provision that the CITY shall be given thirty (30) days written notice before the cancellation of the policy.

10.2 VEHICLE INSURANCE

MV TRANSPORTATION agrees to carry, in full force and effect throughout the term of this Agreement, a liability insurance policy issued by an insurance company authorized to do

business in the State of Florida for each vehicle owned or leased in the minimum amount of \$500,000/\$1,000,000/\$500,000. MV TRANSPORTATION will maintain a \$1,000,000 general liability policy throughout the term of this Agreement. The CITY, its' elected and appointed officials, employees, and agents shall be named as additional insured. MV TRANSPORTATION will provide a certificate of insurance to the CITY as required upon execution of the Agreement.

SECTION 11: RECORDS

- A. MV TRANSPORTATION shall maintain such financial records and other records as may be prescribed by the CITY or by applicable federal and state laws, rules and regulations. MV TRANSPORTATION shall retain these records for a period of three (3) years after final payment, or until they are audited by the CITY, whichever event occurs first. These records shall be made available for examination, transcription and audit by the CITY, its designees, or other authorized bodies during the term of the Agreement and for three years thereafter.
- B. Rates and charges shall be reviewed over the term of the Agreement and may provide for a reduction in rate if operational costs prove to be less than the agreed upon rate.
- C. MV TRANSPORTATION agrees to make a monthly performance report to the CITY that shall be filed by the 10th of each month. The performance report will detail information regarding but not limited to the following: number of passenger trips, on-time performance, and complaints received, passenger miles, vehicle revenue hours and miles, total vehicle miles, actual and scheduled pick-up and drop-off times and fuel consumption. Other information shall be collected in accordance with National Transit Database requirements or as deemed necessary by the CITY.

SECTION 12: TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by MV TRANSPORTATION shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged MV TRANSPORTATION's most favored customer for the same or substantially similar service.

SECTION 13: TERMINATION OF AGREEMENT

13.1 TERMINATION AT WILL

This Agreement may be terminated without cause by the CITY upon no less than sixty (60) days written notice. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. Notice shall be effective upon receipt.

13.2 TERMINATION BECAUSE OF LACK OF DESIGNATION

- A If MV TRANSPORTATION, currently designated the Community Transportation Coordinator for Alachua County by the State Transportation Disadvantaged Commission, loses said designation this Agreement is automatically terminated immediately upon notification to the CITY. Said notice shall be delivered by certified

mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

SECTION 14: CAPITAL REPLACEMENT FUND

There will be a flat charge of \$1,000 per month to be used for a capital replacement program in acknowledgement of match money needed to purchase additional vehicles to enhance service for all paratransit passengers. Payment is due within 30 days of receipt of City's invoice.

SECTION 15: PERFORMANCE GUARANTEES

As a public service entity, the CITY and its contracted vendors/brokers are responsible for maintaining a level of quality service, which includes timely response and resolutions to customer service inquiries and/or complaints, as well as timely submission of invoicing. Failure to comply will result in penalties as described below:

A. Customer Service Inquiries and/or Complaints

1. In order to encourage a timely response to customer inquiries and/or complaints, the CITY shall assess a \$50.00 penalty fee to any customer service issue not responded to within forty-eight (48) business hours. It is our goal that the majority of these issues should be completely resolved within this time frame.

SECTION 16: LIQUIDATED DAMAGES

16.1 Liquidated damages

Failure to meet stated service quality and other standards may result in assessment of liquidated damages against MV TRANSPORTATION. If liquidated damages are assessed, MV TRANSPORTATION will be notified in writing. The liquidated damages will then be paid separately at the end of the month. The CITY reserves the right to deduct from monies due or to become due any unpaid assessed liquidated damages. MV TRANSPORTATION will not be charged with liquidated damages when the delay or lack of performance is due to vehicle accident, passenger problem or weather other "Act of God". The situations below may result in an assignment of liquidated damages:

- A. Overdue – If a vehicle is more than fifteen (15) minutes late for a scheduled pick-up, the situation may result in the assessment of liquidated damages of \$40.00. The CITY shall be notified of any circumstance resulting in a late trip. An allowable lateness is subject to verification and acceptance by the CITY.
- B. Missed Trip – If a vehicle is over sixty (60) minutes late for a scheduled pick-up it will be considered a Missed Trip and the trip will be reassigned to a different vehicle, if accomplished at all. This situation may result in the assessment of liquidated damages of \$75.00.
- C. Failure to Respond to a Complaint - Failure by MV TRANSPORTATION to adequately respond to a complaint within the required period specified in the CITY's Quality Assurance Program may result in the assessment of liquidated

damages of \$50.00 per incident, per day beginning on the first day following the due date.

- D. Accident or Incident Reporting - Failure to report an accident or incident, within the required time period set forth in the City's Quality Assurance Plan, may result in the assessment of liquidated damages of \$100.00 per accident or incident, per day.
- E. Dirty Vehicles - Any vehicle in service that is determined by the CITY to be below the cleanliness standards to be developed by the CITY, may result in the assessment of liquidated damages of \$75.00 for each vehicle for each day the situation exists.
- F. Improper Vehicle Maintenance - If it has been determined that vehicles operating paratransit service have not been maintained in accordance with established requirements, including accident damage and AC failure, the situation may result in the of assessment of liquidated damages of \$100.00 per vehicle, per day until the vehicle has been taken out of service for repair. The vehicle shall be taken out of service until the deficiencies have been corrected and the CITY has certified that the vehicle is ready for service. Failure to document maintenance is considered equivalent to not doing it at all.
- G. Driver Qualification - If an inspection of driver training records indicates that a driver in service has not satisfactorily met all required driver training and qualifications, the situation may result in the assessment of liquidated damages of \$100.00 per driver, per day the driver was in service. The driver shall be immediately removed from the CITY service and shall not be permitted to drive again until the CITY has certified that the driver meets all requirements.
- H. Interruption of Service – If MV TRANSPORTATION, through poor management, employee negligence, poor planning, improper use/maintenance or equipment, insufficient backup vehicles, lack of qualified drivers, or any other reason within the MV TRANSPORTATION's control, as determined by the CITY, delays or causes an interruption in the quality, volume or timeliness of service, the situation may result in the assessment of liquidated damages of \$200.00 per incident.
- I. Unsafe Operation - If MV TRANSPORTATION permits any unsafe action by drivers or support staff which creates a safety hazard, the situation may result in the assessment of liquidated damages of \$200.00 per incident. Unsafe actions include use of prohibited items such as cell phone use or other acts prohibited by Section 2.7 of this Agreement.
- J. No-Show Notification - Failure to follow the no-show procedures as described in this Agreement, or to inform the CITY staff of a no-show situation, i.e., a passenger failing to appear for a scheduled trip, within 25 minutes of the scheduled pick-up time may result in the assessment of liquidated damages of \$10.00 for each failure.
- K. Time in Vehicle – If a passenger is found to be in a vehicle for more than the allowed time limits (1 hour in City limits, 1 ½ hours in Alachua County) the situation may result in the assessment of liquidated damages of \$50.00 per

incident. The CITY shall have to have received a valid complaint from a passenger trip taking longer than the times allowed by ADA regulation. An allowable incident resulting in an extended trip is subject to verification and acceptance by the CITY.

- L. Communication - If passengers can not contact MV TRANSPORTATION in a timely manner and experience excessive hold times and/or if MV TRANSPORTATION can not provide phone hold data for the monthly QAP report the situation may result in the assessment of liquidated damages of \$50.00 per incident. A liquidated damage may not apply when the phone or electrical systems are down due to an "Act of God" that has caused city wide outages. An allowable incident resulting in the inability to contact MV TRANSPORTATION is subject to verification and acceptance by the CITY.
- M. Reports: Failure of MV TRANSPORTATION to timely submit to the CITY a required report, response or document which may include, but not be limited to, monthly reports, operating summaries, rosters, lists, services data summaries, compliant responses, accident reports, failure to maintain data base in real time and National Transit Database reports, shall result in the assessment of liquidated damages against MV TRANSPORTATION in the amount of \$45 per day the report/response document is overdue. Reports/responses documents deemed by the CITY to be incomplete and/or inaccurate shall be considered overdue.

Liquidated damages may not be imposed during the initial 90 days of this Agreement for isolated incidents, but the CITY reserves the right to impose damages if events occurring during the first ninety days are part of a pattern or the result of negligence. MV TRANSPORTATION shall be responsible for all fines and penalties imposed on vehicles, employees or agents while rendering services under this Agreement.

SECTION 17: CITY PERSONNEL

17.1 The City - The RTS Director

MV TRANSPORTATION shall render services under this Agreement at the direction of the RTS Director. The RTS Director shall be responsible for all technical direction under the Agreement including supervision, inspection, review of all work, deliverables, reports, invoices, payments, schedule and similar matters. The RTS Director is not authorized to direct changes in the terms and conditions of this Agreement only the contracting officer may direct such changes.

17.2 The City - Contracting Officer

The contracting officer shall be the City Manager. The contracting officer shall be responsible for all Agreement administration, including approval of payment requests, Agreement amendment, Agreement interpretation, claims, auditing, insurance, termination or suspension and administrative matters.

SECTION 18: COOPERATION IN SYSTEM OPERATION

MV TRANSPORTATION shall assist the CITY as requested in the smooth operation of the paratransit system. Such assistance shall include, by example but not limited to; cooperation

with street supervisor personnel, assistance in the conduct of passenger and National Transit Database surveys, assistance in audit of MV TRANSPORTATION activities and assistance in providing service in response to same day requests and in the processing of cancellations.

SECTION 19: SERVICES RENDERED AND SOVEREIGN IMMUNITY

- A Both parties expressly understand that the services to be rendered under this Agreement are subject to approval by the United States Department of Transportation Federal Transit Administration and the State of Florida Commission for the Transportation Disadvantaged.
- B The failure of either party to comply with any provision of the Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision that is alleged to give rise to the default. The defaulting party shall then be entitled to a period of sixty (60) days from the date of delivery of the notification in which to cure the default. If said default is not cured within the sixty (60) day period, this Agreement shall be terminated, unless the non-defaulting party grants an extension. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- C The parties hereto designate the following persons to be contacted regarding the performance of the Agreement and to receive all notices:

MV TRANSPORTATION, INC.

President/CEO
MV Transportation, Inc.
360 Campus Lane
Suite 201
Fairfield, CA 94534

CITY

City Manager
P.O. Box 490
Gainesville, FL 32602

- D If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.
- E This Agreement contains all the terms and conditions agreed upon by the parties and are a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by both entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.
- F In the performance of this Agreement, MV TRANSPORTATION will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the CITY. MV TRANSPORTATION shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by MV

TRANSPORTATION in the full performance of this Agreement. Neither MV TRANSPORTATION nor any of its employees, officers, agents or any other individual directed to act on behalf of MV TRANSPORTATION for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the CITY.

G MV TRANSPORTATION as a for profit corporation organized under the laws of the State of Florida, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this Agreement. The CITY, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this Agreement, to the extent permitted by law. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

H This Agreement may not be re-assigned by MV TRANSPORTATION.

I The performance by the CITY shall be subject to and contingent upon the availability of funds lawfully appropriated each fiscal year by the CITY and applicable for the purposes of this agreement.

J Performance standards and payment shall be as described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

WITNESS:

MV TRANSPORTATION, INC.

BY: _____
Jon Monson, President

WITNESS:

CITY OF GAINESVILLE

BY: _____
Russell D. Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

Gainesville City Attorney's

Office