

**AGREEMENT BETWEEN
MV TRANSPORTATION
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 CONTRACT

This Agreement shall cover a term of 120 days from August 27, 2006 through and including December 23, 2006. This Agreement may be extended at the sole option of The City for the remainder of the 2006/2007 fiscal year (12/24/06 to 9/30/07 and for one additional year. The Agreement shall be effective when fully executed, shall constitute the entire Agreement between the parties and shall supersede all contracts 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 RFP submitted on April 14, 2003.

2.1 INTRODUCTION

- A. In 1989, the Florida Legislature passed the revised Chapter 427, F.S., creating the Florida Transportation Disadvantaged Commission to improve coordination of transportation services in each community. Following approval of the legislation, the Transportation Disadvantaged Commission developed and adopted Rule 427 implementing the revised statute.
- B. The goal of the legislation and agency rule is to effectively coordinate funds and activities for providing transportation for disadvantaged persons. This is to be accomplished through the designation of a Community Transportation Coordinator, commonly referred to as the CTC. The CTC may provide the transportation or broker transportation to qualified operators. The CITY and Alachua County have elected to

have the CTC operate as the provider of 100% of the transportation services for disadvantaged persons.

- C. 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.

2.2 SERVICE AREA (49 CFR 37.131 (a))

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

2.3 REGIONAL TRANSIT SYSTEM (RTS) FIXED ROUTE SERVICE

- A. RTS, a department of The CITY, operates the public transportation service within the City of Gainesville in Alachua County. Transportation services include scheduled, fixed-route service in the city limits of Gainesville and abutting unincorporated Alachua County.
- B. RTS' goal is to offer fixed route service as a primary choice to our riders. This will insure the more costly paratransit service is available for those persons who truly need door-to-door paratransit service.

2.4 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.

- 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 10:00 am to 5:00 pm Sunday.
- B. If a major holiday falls on Sunday 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.

2.5 METHOD OF PAYMENT AND BILLING REPORTS

The fee for services under this Agreement will be for a trial period of 120 days and will be as follows:

- \$30.00 per one way trip for both ambulatory riders and 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.

FARES (49 CFR 37.131 (c))

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

- Current price for ADA trips is \$2.00 per one-way trip.
- Personal Care attendants may not be charged nor will the City reimburse PCA trips.
- Travel companions shall be charged \$2.00 per one-way trip.
- Upon approval of RTS, MV Transportation may sell passes, tickets or other fare media for ADA demand response service.

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. MV TRANSPORTATION will allow for 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. New and/or refurbished vehicles used in the transportation of wheelchairs and other mobility devices must meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA). All newly acquired accessible vehicles must have transit style doors for easy boarding and alighting. Portable stools will not be acceptable.

B. 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 his 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.

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.

C. Cleanliness of Vehicles

1. 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.

2. Vehicle exteriors shall be washed at least once a week. They will also be washed when being operated on any day necessary to maintain a clean exterior appearance.

3. Vehicle interiors shall be swept and emptied of trash at least once daily, and shall be fully cleaned throughout at least once monthly. Vehicles shall be cleaned as needed before operation on any day to maintain the vehicles free of noticeable dirt, spills and odors, to prevent noticeable build-up of grime and grease on interior window surfaces, and to keep wheelchair securement devices free of any deposits that would interfere with their use. Damaged or torn seats or other upholstery shall be replaced promptly.

4. 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.

5. A log must be maintained to ensure that all vehicles are cleaned according to the prescribed schedule.

6. 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.

2.7 Drivers

1. 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 comply with The CITY's driver standards and 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.

2. 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.

A. Driver Selection

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. Verification that the applicant has a clean driving record with no more than 4 points in the past three years.
3. Verification that the applicant is physically capable of safely driving the program vehicles
4. A pre-employment physical and drug screen is required.
5. A criminal background check through a commercial testing service. No driver shall be employed for service under this Agreement that has been convicted or adjudicated guilty of a criminal offense

B. Uniform

Drivers shall wear an easily recognizable uniform, subject to approval by CITY personnel, with a prominently displayed badge bearing the driver's picture identification. 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.

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, vehicle pre-operation checks, use of forms and record keeping and dispatch procedures
 - D. Familiarization with the service area, passenger assistance techniques and sensitivity training

- E. Relevant policies and procedures contained in MV TRANSPORTATION's Operator's Manual
- F. Annual reviews of individual driver's responsibilities and performance
- G. Semi-annual observations of the driver's on-the-job performance.
- H. New drivers shall be road tested with each vehicle to ensure they can use them properly and the equipment therein.
- I. Maintaining records for all drivers to verify that the training has been received.

D. 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 employees have randomly selected employees for Drug/Alcohol testing through the MV 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.

E. Food and Smoking Policy

Drivers shall not smoke, eat or drink at any time in or around a vehicle.

F. Cell Phone and Personal Radio or other Audio devices

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 Personnel.

2.8 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.

2.9 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.

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. 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 must receive a minimum of three resumes from qualified candidates for consideration.

2.10 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:

A. Response Time (49 CFR 37.131(b))

MV TRANSPORTATION must schedule and provide service to any ADA certified person at any requested time on a particular day in request to service made the previous day. ADA CPS must have a response time that is comparable to the fixed route system.

1. Response time is defined as the elapsed time between the request for service and the provision of service.
2. "Next Day" service must be provided.
3. 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.
4. Riders must be allowed to make reservations up to 14 days in advance.
5. MV TRANSPORTATION can negotiate pick up times up to one (1) hour from the time the rider desires. The rider must agree to any period greater than that.

B. Trip Purposes (49 CFR 37.131 (d))

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

1. Prioritizing trips, i.e. meeting demands for certain types of trips before accommodating others is not allowed.
2. This provision does not prohibit MV TRANSPORTATION from offering "subscription service" for repeat trips.

C. 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.

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

D. 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:

1. Placing a “cap” on the number of trips provided to an individual.
2. Maintaining “wait lists” for trip requests that cannot be accommodated.
3. 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.)

E. No-Show Policy (49 CFR 37.125(h))

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.

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

1. Personal Care Attendants will not be charged to ride with the client they are assisting.
2. Travel Companions shall pay the same fare as the rider (\$2.00 per one way trip).
3. Space must be provided for one (1) PCA and (1) Travel Companion.
4. 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.
5. Transportation costs for Companions will be reimbursed to MV TRANSPORTATION at 25% of the per trip cost.

G. 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.

1. 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.
2. Other animals that can be trained include, but are not limited to, cats, monkeys, pigs, and birds.
3. No proof is required of an animal's training.
4. If it looks like a service animal, and the handler says it's a service animal, they must be allowed on board.
5. The animal can be prohibited from boarding if that particular animal poses a threat to the driver or other passengers.

H. 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.

1. 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.
2. 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.

I. ADA Certification of ADA Eligibility (49 CFR 37.123) and Certification Rides

The CITY has an established process for determining ADA paratransit eligibility and will provide a list of ADA eligible riders to MV TRANSPORTATION.

The CITY provides one round trip to the certification 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.

2.11 PERFORMANCE STANDARDS

A. Quality Assurance Program (QAP)

Introduction

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. 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. 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.

Complementary Paratransit Quality Assurance

The following goals have been created to provide quality service on the ADA complementary paratransit service in respect to ADA issues

- **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.
- **Passenger trips per hour** – A minimum of 2 one-way trips per vehicle hour is the goal for paratransit service.
- **Complaints** – There should not be more than 3 complaints per 1,000 one-way passenger trips. (Per Transportation Disadvantaged Service Plan)

- **Complaint resolution** – RTS will contact the passenger voicing the complaint within one week 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.
- **Safety** – There should be no more than 1.4 avoidable accidents per 100,000 vehicle miles. (Per Transportation Disadvantage Service Plan)
- **Phone reservations** – Caller will be on hold for a maximum of 2 minutes.
- **Travel times** – Passengers ride time shall not exceed one hour.
- **Trip denials** – Zero tolerance of trip denial.
- **Missed trips** – Zero tolerance of missed trips.

To successfully carry out the Complementary Paratransit Quality Assurance Program, MV TRANSPORTATION will provide the following information to the CITY on a monthly basis:

- Driver logs indicating scheduled pick up time versus actual pick up time and scheduled destination drop off time versus actual destination drop off time
- A record of ADA complaints received from passenger
- Accident data
- Vehicle mileage
- Passenger counts
- Revenue reports
- Trip cost data

2.12 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 authorized 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.

2.13 ACCOUNTABILITY AND AUDIT REQUIREMENTS

1. 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.
2. 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.

3. 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 workpapers 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 workpapers are made available upon request to the CITY or its designee.

SECTION 3: PAYMENTS

1. 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.

2. Method of payment

Properly completed manifests are essential for the processing of payments to MV TRANSPORTATION. 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 and shall be signed or initialed by each passenger. In the event that the passenger is unable to sign the manifest due to a disability, the driver shall write "UTS" in the signature blank. 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. Each invoice will be reconciled against The CITY 's records of trips scheduled and completed and fares to be collected. Any discrepancies between the MV TRANSPORTATION invoice and The CITY records must be corrected to reflect actual rider activity. MV TRANSPORTATION shall not be reimbursed for fares it was required to collect but failed to collect. The City shall pay MV Transportation within 30 days of receipt of a correct invoice from the contractor. 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. The City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of MV Transportation's invoice.

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.

Payment shall be mailed to MV Transportation at MV Transportation, Inc., Dept. 33135, PO Box 39000, San Francisco, CA 94139-3135

SECTION 4: CONTRACTOR'S PERSONNEL1. 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, rude, and belligerent or offer a nuisance or threat.

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.

SECTION 5: 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.

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.

SECTION 6: INSURANCE**6.1 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.

6.2 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 7: RECORDS

1. 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.
2. 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.
3. 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, 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 8: TERMINATION OF CONTRACT

8.1 TERMINATION FOR DEFAULT

The CITY shall notify MV TRANSPORTATION in writing of deficiencies or default in the performance of its duties under the Agreement and MV TRANSPORTATION shall have twenty (20) days to correct same or to request, in writing, a hearing. The CITY shall hear and act upon said request within twenty (20) days from receipt of said request. The action by The CITY shall be to confirm, in whole or in part, the specified deficiencies or default, or to relieve MV TRANSPORTATION of responsibilities for said deficiencies or default, or to find that there are no deficiencies or default, or such action as deemed necessary in the judgment of the CITY. Failure to remedy said specified items of deficiency or default in the notice by the CITY within twenty (20) days of receipt of such notice of such decisions shall result in the termination of the Agreement and The CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

8.2 TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement without cause upon 60 days written notice to the other party. Upon such termination without cause, MV TRANSPORTATION shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and The CITY shall have no other obligations to MV TRANSPORTATION. MV TRANSPORTATION shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.

SECTION 9: 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 10: COMPLIANCE WITH REPORTING REGULATIONS

10.1 NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS

1. In order to maintain adequate Federal funding, The CITY requires that MV TRANSPORTATION report on a quarterly basis the following items:

- A. Vehicles operated in maximum service
- B. Vehicles available for maximum service
- C. Periods of Service (time service begins and ends)
- D. 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.)
- E. Unlinked passenger trips
- F. Passenger miles
- G. ADA Unlinked passenger trips
- H. Days of Operation
- I. Days not operated due to strikes or officially declared emergencies

SECTION 11: 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:

1. Customer Service Inquiries and/or Complaints

- A. 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 12: LIQUIDATED DAMAGES**12.1 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 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. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other "Act of God" has caused a delay. 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.) Failures – If a vehicle is over forty-five (45) minutes late for a scheduled pick-up it will be considered a Trip Failure 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.

k.) 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.

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 13: ACCIDENT NOTIFICATION

13.1 Accidents

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. 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. 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.

SECTION 14: CITY PERSONNEL

14.1 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.

14.2 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 15: 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 16: SERVICES RENDERED, SOVEREIGN IMMUNITY AND TERMINATION

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.

16.1 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.

16.2 Termination

A. 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.

B. Termination Because of Lack of Designation

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.

- 16.3 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

- 16.4 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.
- 16.5 This Agreement contains all the terms and conditions agreed upon by the parties and is 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.
- 16.6 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. 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.
- 16.7 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.

- 16.8. This Agreement may not be re-assigned by MV TRANSPORTATION.
- 16.9. 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.
- 16.10. 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