

**AGREEMENT
BETWEEN
ATC/INTELITRAN, INC.
AND
CITY OF GAINESVILLE**

October 1, 2000 to September 30, 2001

This Agreement is made by and between ATC/Intelitran, Inc., a corporation (hereinafter referred to as **ATC**) and the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation, (hereinafter referred to as the **CITY**), by and through the City Commission.

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

WHEREAS, the **CITY** operates a public transit system which under F.S. Chapter 427 must coordinate its services with those provided by **ATC**;

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

1. This Agreement, shall cover a term of one year from October 1, 2000 through and including September 30, 2001 and shall be deemed effective when approved by both parties.
2. **ATC** will allow the **City** to prepare a report on the operating and financial results for itself and all of its contract operators consistent with US Department of Transportation/Federal Transit Administration requirements for demand responsive service under the National Transit Database.
3. **ATC** will provide the **CITY** with prescheduled door to door demand responsive transportation services for ADA certified individuals residing within the area described in Attachment I, Section 1, utilizing ADA compliant vehicles only. **ATC** 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. A summary of these federal regulations entitled: "ADA Complementary Paratransit Service Requirements" is found in Attachment I which is made part of this Agreement. In the event of any conflict between the ADA Complementary Paratransit Service Requirements and federal regulations, the federal regulations will prevail.
4. The cost of services under this agreement will be Twelve Dollars (\$12.00) per one-way trip. The **CITY** will reimburse **ATC** less the Two Dollar (\$2.00) ADA Complementary Paratransit Service fare, or Ten Dollars (\$10.00) on a monthly basis and will make payments for service within 30 days of receipt of the invoice for services. The invoices for service shall include the name of passenger, origin, destination, time of pick-up, and date. All trip records shall be retained for a minimum of three years after provision of

service. All trip records shall be open for inspection and audit during regular business hours and days.

5. **ATC** agrees to make a monthly performance report to the **CITY** to be filed by the 10th day 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, fuel consumption. Other information collected shall be according to National Transit Database requirements.
6. **ATC** 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 \$25,000/\$50,000/\$25,000. **ATC** will maintain a \$100,000 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.
7. To assist with the provision of ADA services, The **City** will lease to **ATC** four (4) ADA compliant vehicles at the rate of One Dollar (\$1.00) annually. **ATC** may sub-lease these vehicles to its sub-contractors, subject to the insurance requirements in Section Six (6) above. The **CITY** will provide at no cost, vehicle maintenance services for **City** owned or leased vehicles. The **CITY** will utilize Florida Department of Transportation guidelines for paratransit vehicle maintenance.
8. 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.
9. 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 which is alleged to give rise to the default. The defaulting party shall then be entitled to a period of thirty (30) days from the date of delivery of the notification in which to cure the default. If said default is not cured within the thirty (30) 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.
8. **Termination**
 - A. **Termination at Will**

This contract may be terminated without cause by either party upon no less than thirty (30) 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

In the event that **ATC**, currently designated the Community Transportation Coordinator for Alachua County by the State Transportation Disadvantaged Commission, loses said designation this contract 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.

9. The parties hereto designate the following persons to be contacted regarding the performance of the Agreement and to receive all notices:

ATC General Manager
901NW 8th Ave. Suite B1
Gainesville, FL 32609

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

10. 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.
11. 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.
12. In the performance of this Agreement, **ATC** will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the **CITY**. **ATC** shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by **ATC** in the full performance of this Agreement. **ATC** nor any of its employees, officers, agents or any other individual directed to act on behalf of **ATC** 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**.
13. **ATC** 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 contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

14. This agreement may not be assigned by ATC.
15. 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. Performance standards and payment shall be as described in Attachment II, which is made part of 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.

ATC/Intelitran, Inc.

By: _____
Chair, Board of Directors

ATTEST: _____

CITY OF GAINESVILLE

By: _____
Wayne Bowers, City Manager

ATTEST: _____

APPROVED AS TO FORM AND LEGALITY

Gainesville City Attorney's Office

ATTACHMENT I
ADA COMPLEMENTARY PARATRANSIT SERVICE (ADA CPS) REQUIREMENTS

The following is a list of requirements for ADA CPS were drawn from federal ADA regulations, Code of Federal Regulations Title 49 Section 37: Subpart F - Paratransit as a Complement to Fixed Route Service and Subpart G – Provision of Service. The federal regulations are the governing requirements for this contract, the following is only a summary of those regulations.

1. Service Area (49 CFR 37.131(b))

The ADA CPS service area must be to origins and destinations within a minimum buffer of 3/4 miles on either side of a fixed route, 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 ATC.

2. Response Time (49 CFR 37.131(c))

ATC 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.

- a.) Response time is defined as the elapsed time between the request for service and the provision of service.
- b.) "Next day" service must be provided.
- c.) Provisions must be made so that reservations can be made on Sunday for trips being made on Monday. It can be either a receptionist or an answering machine so long as the need of the rider can be met by Monday morning.
- d.) Riders must be allowed to make reservations up to 14 days in advance.
- e.) ATC can negotiate pickup times up to one (1) hour from the time the rider desires. Any amount greater than that must be agreed to by the rider.

3. Comparable Fares (49 CFR 37.131(c))

Fares can be no more than twice the full fare for a comparable fixed route trip.

- a.) Current price for ADA trips is \$2 each way.
- b.) Personal care attendants may not be charged.
- c.) Travel companions shall be charged \$2 each way.

4. Comparable Hours and Days of Service (49 CFR 37.131(e))

ATC will provide ADA paratransit on the same days and hours as RTS fixed route service.

- a.) Since different fixed routes have different start and end times, complementary paratransit service times will be based on the earliest start time and the latest end time which is 6 AM and 8:30 PM Monday through Friday and 6 AM to 7:30 PM on Saturdays.

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

ATC 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 ATC from offering "subscription" services for repeat trips.

6. Subscription Service (49 CFR 37.133)

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

- a.) For subscription service, ATC may establish waiting lists, trip purpose restrictions, or priorities for participation.

7. Capacity Constraints (49 CFR 37.131 (f))

ATC cannot limit the number of trips requested by a rider. Actions that would be considered to limit service 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 pickups, trip denials, excessive trip lengths, or missed trips.)

8. No-Show Policy

Section 37.125(h) of the ADA regulation allows paratransit service to be suspended, for a reasonable period of time, where a rider consistently misses scheduled appointments.

- a.) A rider may be suspended for thirty (30) days after two (2)-reported no-shows within a sixty- (60) day period.
- b.) Before suspending service, ATC must notify the rider in writing, by certified mail, that they propose to suspend service, citing specifically the basis of the suspension, and describing in detail the nature of the suspension.
- c.) The suspended rider must be given a chance to be heard and to present information and arguments.
- d.) ATC must provide the suspended rider with written notification of the decision and the reasons for it.

9. Travel Companions and Personal Care Attendants (49 CFR 37.123(f) and 49 CFR 37.131(c))

- a.) Personal Care Attendants will not be charged to ride with the rider they are assisting.
- b.) Travel companions shall pay the same fare as the rider (\$2).
- c.) Space must be provided for one (1) PCA and one (1) travel companion.

10. Service Animals (49 CFR 37.3 and 49 CFR 37.167(d))

ATC will allow service animals to board with the rider at no additional fee. The animal must be on a leash.

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

11. 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 public entity providing complimentary paratransit service.

- a.) All visitors who provide documentation that they are ADA paratransit eligible in the jurisdiction where they reside will be treated as eligible by ATC.
- b.) Visitors who cannot provide ADA documentation must show documentation of their place of residence. They will be provided service for no more than 21 days from the date of their first trip.

ATTACHMENT II

PERFORMANCE STANDARDS AND PAYMENT

1. Services to be Provided

ATC shall deliver transportation services as directed by The City. ATC shall render said services on such days and such hours as directed by The City.

ATC shall employ or engage a sufficient numbers of sub-contractors, management and/or support personnel to assure The City of continuous reliable service and shall provide dispatching services and radio communication with ATC sub-contractor vehicles and telephone communication with The City at all times service is being provided. Sub-contractor's drivers 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 driver. ATC shall update its driver listing as necessary, but not less than monthly. The City shall have the right to require ATC, with or without cause, to remove any driver assigned to the work upon notification in writing to ATC.

2. Training

Employees and drivers for sub-contractors supplied by ATC 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. ATC shall cooperate in requiring said employees to attend training sessions conducted by The City. All training costs shall be the responsibility of ATC and its sub-contractors.

3. The City - Project Manager

ATC shall render services under this agreement at the direction of The City project manager, Jeffrey F. Logan, RTS Director. Said project manager shall be responsible for all technical direction under the contract, including supervision, inspection, review of all work, deliverables, reports, invoices, payments, schedule and similar matters. The Project manager is not authorized to direct changes in the terms and conditions of this contract. Such changes may only be directed by the contracting officer.

4. The City - Contracting Officer

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

5. Accidents

ATC shall notify The City immediately upon the occurrence of any accident involving a vehicle operated by ATC sub-contractors under this agreement, whether owned by ATC or any other entity. Following immediate verbal notification, ATC 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**. **ATC** shall, within 24 hours of receipt by **ATC**, 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 **ATC'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. **ATC** shall fully cooperate with **The City** in the investigation of any accident and the defense of any claim.

6. Fare Policy

Fares paid by ADA riders are \$2.00 for any trip. The correct fare for each passenger will be indicated on the Trip Manifest or relayed verbally for any add-on trip requests. Neither the passenger nor **The City** will be charged for or pay any costs or penalties associated with waiting fees, no-show fees or any other surcharge. **ATC** shall insure that all sub-contractor's drivers are capable of explaining and effecting the fare policy.

7. Fare Collection

The manifest supplied to **ATC** sub-contractors shall note those passengers responsible for direct payment of fares. **ATC** sub-contractors shall be responsible for collecting said fares in accordance with the applicable policies. **ATC's** accounts and records shall adequately document the collection and remittance of fares. Fares collected will be retained by **ATC** sub-contractors and deducted from each monthly payment.

8. Method of payment

Properly completed manifests are essential for the processing of payments to **ATC**. **ATC** shall require sub-contractor's drivers to enter all trip data on each manifest as trips are performed. The manifest shall indicate each trip supplied by the **ATC** sub-contractor 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. **ATC** shall invoice **The City** on a monthly basis for trips actually operated. The invoice shall be submitted by the 5th 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 **ATC** invoice and **The City** records must be corrected to reflect actual rider activity. **ATC** shall not be reimbursed for fares it was required to collect but failed to collect. 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.

9. Liquidated damages

Failure to meet stated service quality and other standards may result in assessment of liquidated damages against **ATC**. If liquidated damages are assessed, **ATC** will be notified in writing. The liquidated damages will then be deducted from total payment for 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 \$30.00. 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 \$60.00 and the per trip rate that is paid to the ATC sub-contractor to which the trip is reassigned.

c.) Failure to Respond to a Complaint - Failure of ATC or its sub-contractors to follow the procedures described in the City's Quality Assurance may result in the assessment of liquidated damages of \$20.00 per incident, per day. Failure by ATC 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 \$40.00 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 \$50.00 for each vehicle for each day the situation exists.

f.) Improper Vehicle Maintenance - If it has been determined that vehicles operating **City** 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 ATC, 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 ATC'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 ATC 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.

k.) No-Show Notification - Failure to follow the no-show procedures as described in Attachment I (On Time Service and No Show Procedures), 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.

ATC shall be responsible for all fines and penalties imposed on vehicles, employees or agents while rendering services under this agreement.

10. Drug and Alcohol Testing

ATC shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. ATC's attention is directed to 49 CFR Part 653 (drug testing requirements) and 49 CFR Part 654 (alcohol testing requirements). ATC 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 with the regulations shall be the sole responsibility of ATC. The City and the Funding Entities shall have the right to inspect the ATC's drug and alcohol testing program and all records maintained thereunder.

11. Cooperation in System Operation

ATC 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 ATC activities and assistance in providing service in response to same day requests and in the processing of cancellations.