

**FIRST AMENDMENT
TO THE CONTRACT FOR PARATRANSIT SERVICE
PROVIDED BY MV TRANSPORTATION, INC.
FOR THE CITY OF GAINESVILLE**

THIS AMENDMENT is entered into this _____ day of _____, 2010 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and MV Transportation, Inc. ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for ADA Paratransit Service with a term from January 1, 2009 to September 30, 2011, and a related Memorandum of Understanding (MOU) effective on June 15, 2009; and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement;

NOW, THEREFORE, the parties agree as follows:

1. Section 2.1 METHOD OF PAYMENT AND BILLING REPORTS is amended to read as follow:

2.1 METHOD OF PAYMENT AND BILLING REPORTS

- Companions will be charged 25% of the cost of an Ambulatory trip or 25% of the cost of a wheelchair trip if the companion uses a mobility device (i.e. wheelchair or scooter). Persons using walkers are considered Ambulatory.

No later than August 31, 2010, the CITY and CONTRACTOR shall meet to negotiate the fees for services for the period of October 1, 2010 through September 30, 2011.

The CITY will pay these fees less the Three Dollar (\$3.00) 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 CONTRACT TRANSPORTATION invoice, the CITY will verify the information on the invoice. If there is a discrepancy, the CITY will work with MV CONTRACT TRANSPORTATION to resolve the discrepancy and MV CONTRACT TRANSPORTATION will provide the CITY with a corrected invoice.
 - D. Except as referenced above, any fare price re-determination shall be negotiated no more than annually and will be based solely upon changes as documented by the Consumer Price Index (CPI) for the southeast region.
2. A new Section 2.1.1 is added to read as follows:

2.1.1 ADDITIONAL GRANTS

A. The City of Gainesville is the recipient of a U.S.C. 5316 Job Access Reverse Commute (JARC) Grant awarded on June 5, 2009, which provides paratransit service for disadvantaged citizens in need of access to places of employment which began August 1st, 2009; and a U.S.C. 5317 New Freedom grant awarded December 24, 2009, which will begin 1 January 2010, will provide service to ADA certified individuals who have a Gainesville address but live in the unincorporated areas surrounding the City of Gainesville, thus expanding the current service area; and

B. MV Transportation is able to, and agrees to provide trips to the disadvantaged and disabled citizens of the City of Gainesville and Alachua County consistent with the requirements of the above listed grant programs.

C. The parties agree that under the GRANTS MV Transportation shall:

1. Provide separate invoices for the individual grant programs to insure compliance with the grant requirements.
2. Adhere to the same rules and requirements outlined in the current contract referenced above which rules and requirements also apply to the trips provided under these grant programs.
3. Charge a \$3.00 fare for each trip.

D. The invoices submitted for these grant programs will be reviewed monthly when submitted for payment by MV Transportation, Inc., to ensure compliance with grant requirements.

3. A new Section 3.1 is added to read as follows:

Section 3.1: DEPLOYMENT OF INFORMATION TECHNOLOGY (IT) TO IMPROVE CUSTOMER SERVICE.

- A. As funding opportunities become available RTS desires to partner with MV to further implement the Trapeze scheduling software including but not limited to the installation of Mobile Data Terminals in demand response vehicles.
- B. MV Transportation has committed to the RTS to support the purchase of the Mobile Data Terminals Grant application with a 10% match of the awarded funds.
 - a. On the grant amount of \$155,200, MV will fund the \$15,520 local match.
 - b. The monthly Trapeze software and associated hardware rental fees will be covered by an additional U.S.C. 5316 grant in the amount of \$100,000 awarded to the City of Gainesville by FDOT. MV will fund half of the local match, \$5,000, and RTS will fund the other half \$5,000.
 - c. The cost of installation of the MDTs (estimated at \$19,000) will be paid for by the City of Gainesville and included in the grant funding.
 - d. The current contract expires September 30, 2011, with options for two one year extensions. If the City does not exercise the option to extend the contract with MV for one or both extension years, or in the event the City does exercise the extension options but does not extend the contract beyond September 30, 2013, the MDTs in the MV owned vehicles shall remain in MV vehicles upon rental payment to the City of Gainesville in the amount of \$1.00 per year.

Ownership of the MDTs in the MV vehicles shall vest with MV on September 30, 2014.

- e. For continuity of service and client convenience, it is the intent of the City to exercise its options to extend this Agreement absent termination for lack of funding or termination because of default by MV.

4. All other terms and conditions of the contract effective January 1, 2009, and Memorandum of Understanding (MOU) effective June 15, 2009, shall remain in full force and effect.

5. This amendment, when executed, together with the original contract, dated January 1, 2009, and Memorandum of Understanding (MOU) as of June 15, 2009, constitute the entire contract between the parties.

ATTEST:

MV TRANSPORTATION, INC.

By: _____

Title: _____

Title: _____
President

WITNESS:

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

Title: _____

APPROVED AS TO FORM AND LEGALITY:

City of Gainesville Attorney's Office