

#090812

**AGREEMENT BETWEEN
MV CONTRACT TRANSPORTATION, INC.
AND
CITY OF GAINESVILLE**

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

WHEREAS, MV CONTRACT 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 CONTRACT 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 January 1, 2009, and expire on September 30, 2011. This Agreement may be extended at the sole option of the CITY for two one year periods, unless sooner terminated as otherwise provided for in this Agreement. The Agreement incorporating RFP 08-02 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 CONTRACT 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 RFP 08-02 attached to this contract and submitted on September 22, 2008.

- A. Unless otherwise directed by the CITY, MV CONTRACT 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. Provide documentation in accordance with all requirements for each assigned trip.
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 CONTRACT TRANSPORTATION service operation.

2.1 METHOD OF PAYMENT AND BILLING REPORTS

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

- \$27.15 per one way trip for ambulatory riders (within RTS service limits)
- \$30.80 per one way trip for riders using a mobility device (within RTS service limits)
- \$22.00 per one way trip for Group Trips (Dialysis patients)

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. Any fare price re-determination shall be negotiated no more that annually and will be based solely upon changes as documented by the Consumer Price Index (CPI) for the southeast region.

2.2 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 \$3.00 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 \$3.00 per one-way trip.
- D The fare will be established by the City Commissioners. The fare may be paid in cash, prepaid tickets 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 CONTRACT TRANSPORTATION may sell passes, tickets or other fare media for ADA demand response service.
- I RTS agrees that monthly half fare bus passes may be prepurchased. The City will generate an invoice and the payment for said bus passes will be deducted each month from the payment made to MV CONTRACT TRANSPORTATION for transportation services.
- J MV CONTRACT TRANSPORTATION will be allowed to return unsold/unused/complete monthly half fare passes for credit if returned within 45 days of original purchase. The credit will be applied to the next months invoice.
- K MV CONTRACT 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 CONTRACT TRANSPORTATION will transport the rider and treat the incident as a matter of rider misconduct which is subject to the client code of conduct.
- L 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.
- M MV CONTRACT TRANSPORTATION will retain all fares which are received in the form of cash as partial payment for services rendered.

SECTION 3: CAPTIAL REPLACEMENT FUND

- A. MV CONTRACT TRANSPORTATION will pay \$130.00 per month per RTS vehicle assigned to MV CONTRACT TRANSPORTATION for paratransit service.
- B. The fee will be subtracted monthly from the MV CONTRACT TRANSPORTATION invoice.

SECTION 4: 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 CONTRACT
TRANSPORTATION, INC

President/CEO
MV CONTRACT 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 CONTRACT 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 CONTRACT TRANSPORTATION shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by MV CONTRACT TRANSPORTATION in the full performance of this Agreement. Neither MV CONTRACT TRANSPORTATION nor any of its employees, officers, agents or any other individual directed to act on behalf of MV CONTRACT 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 CONTRACT 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 CONTRACT TRANSPORTATION.
- I In the event any change in any Federal, State, or local law, rule, or ordinance has the effect of increasing MV CONTRACT TRANSPORTATION's operating costs, to include but not limited to changes in the American's With Disabilities Act, or OSHA rules and

regulations, or employee wages and/or healthcare benefits, the City and MV CONTRACT TRANSPORTATION shall meet to discuss the impact of these unanticipated cost increases and negotiate an equitable adjustment to MV CONTRACT TRANSPORTATION's rates. Should the City and MV CONTRACT TRANSPORTATION be unable to reach agreement after reasonable negotiation regarding an equitable rate adjustment, MV CONTRACT TRANSPORTATION may terminate this Agreement with 60 days notice if agreement is not reached.

J 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.

K 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:

WITNESS:

Rosemary Juel

MV CONTRACT TRANSPORTATION, INC.

BY: [Signature]

Jeff Menson, President
KEVIN KUKA, COO/PRESIDENT
W.C. PIHL, VP BUS. DEV.
CITY OF GAINESVILLE

BY: [Signature]

Russell D. Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

[Signature]
Gainesville City Attorney's Office