

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD OPERATOR CONTRACT

**THIS CONTRACT** is entered into between the Sumter County Board of County Commissioners, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Sumter County, and hereinafter referred to as the "COUNTY" and Ride Right, LLC, hereinafter referred to as the OPERATOR. The terms and conditions of this Contract are effective October 1, 2011 and will continue through September 30, 2014 with the option of two (2), one (1)-year renewals.

WHEREAS, the COUNTY is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into a contract with a transportation OPERATOR to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COUNTY desires to contract with the OPERATOR for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the COUNTY believes it to be in the public interest to provide such transportation services through the OPERATOR for the residents of the service area who are clients of the OPERATOR; and

WHEREAS, the OPERATOR will provide the COUNTY the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the OPERATOR, in an effort to coordinate available resources, will make available transportation services to the COUNTY.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the OPERATOR, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current COUNTY policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

I. THE OPERATOR SHALL:

- A. Provide services according to the conditions specified in Exhibit I (RFP# 006-0-2011/AT).

- B. Coordinate available resources and make available transportation services to the COUNTY. Any subcontract must comply with the Standard Commission for Transportation Disadvantaged contract and must be reviewed and approved by the COUNTY prior to implementation. Such services shall be provided in accordance with Exhibit III.
- C. Report monthly to the COUNTY as described in Exhibit I, (pages 27-28 of 31) and annually on or before August 1<sup>st</sup> of each new State fiscal year (July-June) an Annual Operating Report (AOR) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the COUNTY.
- D. Comply with audit and recordkeeping requirements by:
  - 1. Utilizing the Commission for Transportation Disadvantaged, hereinafter referred to as the Commission, recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. The OPERATOR with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
  - 2. Maintaining and filing with the COUNTY such progress, fiscal, inventory and other reports as the COUNTY may require during the period of this contract.
  - 3. Install telephone hardware/software in order to monitor and report holding times.
  - 4. By reserving to the COUNTY, the right to conduct finance and compliance audits at any time. Such audits conducted by the COUNTY will be at the expense of the COUNTY.
- E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The OPERATOR shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COUNTY or Commission or this Agreement. The Commission and the COUNTY shall have full access to and the right to examine any of the records and documents during the retention period.
- F. Comply with Safety Requirements by:
  - 1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S.;
  - 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;

3. Complying with COUNTY's System Safety Program Plan (SSPP) for designated service area. Exhibit II [Transportation Disadvantaged Service Plan (TDSP), Section 5]

G. Comply with COUNTY insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$1,000,000 for any one person and \$2,000,000 per occurrence at all times during the existence of this Contract. Upon the execution of this Contract, the OPERATOR shall add the COUNTY as an additional named insured to all insurance policies covering vehicles leased to Operator by COUNTY. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COUNTY. The OPERATOR shall furnish the COUNTY written verification of the existence of such insurance coverage prior to the execution of this Contract. Insurance coverage in excess of \$1 million per occurrence must be approved by the COUNTY and/or the Transportation Disadvantaged Coordinating Board (TDCB) before inclusion in this contract or in the justification of rates and fare structures, s. 41-2.006(1), FAC.. The OPERATOR shall at all times, carry General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 006-0-2011/AT, naming the COUNTY as an additional insured in each such policy.

H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The OPERATOR gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COUNTY. OPERATOR shall also assure compliance with the nine items listed under "Civil Rights", Exhibit 1 (page 26 of 31).

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the OPERATOR, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that OPERATORS, subcontractors, sub grantees, or others with whom the COUNTY arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the OPERATOR agrees that the COUNTY may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. OPERATOR's obligation to indemnify, defend, and pay for the defense or at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the COUNTY's notice of claim for indemnification to the OPERATOR. OPERATOR's inability to evaluate liability or its evaluation of liability shall not excuse the OPERATOR's duty to defend and indemnify within seven (7) days after such notice by the COUNTY is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COUNTY solely negligent shall excuse performance of this provision by the OPERATOR. OPERATOR shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The COUNTY's failure to notify OPERATOR of a claim shall not release OPERATOR of the above duty to defend.

K. Comply with all standards and performance requirements of the:

1. The Commission for The Transportation Disadvantaged, Standards and Performance Requirements (Exhibit III);
2. The TDCB approved and amended Transportation Disadvantaged Service Plan (TDSP),(Exhibit II) and;
3. The Vehicle Lease Agreement (Exhibit IV);
4. The Medicaid Non-Emergency Transportation (NET) Program Agreement (Exhibit V); and,
5. The. failure by any entities that purchase service to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the TDCB in the approved TDSP shall be just cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the COUNTY;
6. The following provisions are a requirement of the Commission for Transportation Disadvantaged concerning all subcontractors:

No member, officer, or employee of the Operator during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Payment to Subcontractors: Payment to the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys must contain the following statement:

When a contractor received from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors,

and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

L OPERATOR represents and agrees that the damages that will be sustained as a result of the OPERATOR's breaches as described below are not readily ascertainable, that the sums as described below as liquidated damages for such breaches are reasonable and appropriate given the uncertain nature of the damages that will be sustained by the COUNTY, and that said liquidated damages are not a penalty. If the OPERATOR fails to perform the services within the time specified or at the level of performance specified in this Contract, the OPERATOR shall, in place of actual damages, pay to the COUNTY liquidated damages as specified below. The OPERATOR shall make payment of assessed liquidated damages to the COUNTY within thirty (30) calendar days after notification of the assessment. The COUNTY reserves the right to deduct from monies due or to become due any unpaid assessed liquidated damages. If the COUNTY terminates this Contract in whole or in part under the Default clause, the OPERATOR is liable for liquidated damages accruing until the date of termination and service ceases. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. The OPERATOR will not be charged with liquidated damages when the delay or lack of performance is beyond the control and without the fault or negligence of the OPERATOR as defined in the Default clause in this Contract. Liquidated damages will be enforced beginning December 1, 2011, and the schedule of liquidated damages is listed below:

1. On-Time Performance Liquidated Damage: OPERATOR shall maintain an acceptable on-time performance rate of at least 92% and shall not establish a pattern of untimely pickups. The on-time performance goal is based on the number of completed trips picked up within the negotiated pickup window. On-time performance will be determined based upon a review of all service for the calendar month. Liquidated damages in the amount of \$1,000 shall be assessed against the OPERATOR for any month in which on-time performance falls between 91.9% and 90%. On-time performance below 90% shall be assessed against the OPERATOR in the amount of \$2,500 and may be considered a breach of contract.
2. Contract Compliance Liquidated Damage: Each instance of OPERATOR's noncompliance in the areas of drivers and vehicles shall be assessed a liquidated damage of \$60 per incident.
  - A. Drivers: All drivers (or driver records) found to be out of compliance with the terms of this Contract must be re-inspected prior to being put into or returned

to service. This includes all required driver records, drug and alcohol testing, uniforms, ID badge, licenses, registration and training.

- B. Vehicles: All vehicles found to be out of compliance with the terms of this Contract must be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, accident damage and vehicle condition.
- C. Service Delivery Liquidated Damage: The OPERATOR shall be assessed a liquidated damage of \$60 per incident for each of the below situations for each service delivery violation.
  - Dwell (Waiting) Time: Drivers are required to wait for a client at a pickup point for a minimum of five (5) minutes.
  - Client Assistance: Drivers failing to provide required assistance to a customer.
  - Improper Drop-off: Clients who are dropped off at the wrong address.
  - Missed Trips: A trip in which the vehicle is so late the customer cannot receive service.

3. Reports: Failure of the OPERATOR to timely submit to the COUNTY a required report, response or document which may include, but not be limited to, monthly reports, operating summaries, rosters, lists, service data summaries, complaint responses, accident reports, failure to maintain data base in real time and National Transit Database reports, shall result in the assessment of liquidated damages against the OPERATOR in the amount of \$45 per day for every day the report/response document is submitted untimely. Reports/response documents deemed by the COUNTY to be incomplete and/or inaccurate shall be considered untimely.

- M. Provide Corrective Action. A corrective action notice is a written notice from the COUNTY to the OPERATOR that the OPERATOR is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The OPERATOR agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.
- N. All contracts, subcontracts, coordination contracts will be reviewed at least annually by the COUNTY and TDCB for conformance with the requirements of this Contract.
- O. Return to the COUNTY any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the OPERATOR by the COUNTY. The OPERATOR shall return any overpayment within thirty (30) calendar days after either discovery by the OPERATOR, or notification of the OPERATOR by the COUNTY or entity purchasing transportation, whichever is earlier. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify the OPERATOR by letter of such a finding. Should repayment not be made in a timely manner, the COUNTY or purchasing entity will charge interest (3% per annual) after thirty (30) calendar days following the date of notification or discovery, or the COUNTY will deduct said amount from future invoices.

- P. Provide adequate and suitable working space with wireless or hardwired Internet connection for the Transit Contract Manager when at OPERATOR facility.
- Q. In performing this Contract, the OPERATOR shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex, marital status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The OPERATOR shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such OPERATORS to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The OPERATOR shall post, in conspicuous places available to employees and applicants for employment for OPERATOR work, notices setting forth the provisions of the nondiscrimination clause.
- R. By execution of this Contract, the OPERATOR represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the OPERATOR under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

II. THE COUNTY SHALL:

- A. Recognize the OPERATOR as described in Chapter 427, F.S., and Rule 41-2, F.A.C.
- B. Insure that entities with Transportation Disadvantaged (TD) funds will purchase TD services through the coordinated system.
- C. At a minimum, annually monitor the OPERATOR for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, monthly from the OPERATOR.
- D. Reimburse OPERATOR monthly upon receipt of valid invoice and required documentation due to COUNTY on or before the 9<sup>th</sup> day of the month after service is provided. Payment to OPERATOR will be made in accordance with Rate Schedule (Exhibit VI). Total reimbursement to the OPERATOR for services rendered under this contract cannot exceed \$1,300,000.00 annually without prior approval by the COUNTY.
- E. Provide vehicles according to the conditions specified in Exhibit IV. (Vehicle Lease Agreement)

III. THE OPERATOR AND COUNTY FURTHER AGREE:

- A. Nothing in the Contract shall require the COUNTY to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the COUNTY in writing in order that appropriate changes and modification may be made by the COUNTY and the OPERATOR to the end that the OPERATOR may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Contract is held invalid, the remainder of this Contract shall be binding on the parties hereto.
- C. Termination Conditions:
1. Termination at Will - This Contract may be terminated by either party upon no less than ninety (90) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination due to Lack of Designation - In the event that the COUNTY so designated by the TDCB and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the OPERATOR. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
  3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the OPERATOR. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
  4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the COUNTY may terminate the contract with no less than twenty-four (24) hours written notice to the OPERATOR. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The COUNTY shall be the final authority as to the availability of funds.
  5. Termination for Breach - Unless the OPERATOR's breach is waived by the COUNTY in writing, the COUNTY may, by written notice to the OPERATOR, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COUNTY of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the COUNTY's right to remedies at law or to damages.
  6. Upon receipt of a notice of termination of this Contract for any reason, the OPERATOR shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the COUNTY within thirty (30) days after the termination of this Contract.

- D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the COUNTY, and signed by both parties hereto.
- E. OPERATOR shall assign no portion of this Contract without the prior express written consent of the COUNTY.
- F. This Contract is the entire agreement between the parties.
- G. Exhibits I, II, III, IV, V, and VI are an integral part of the Contract and are hereby incorporated into this Contract, in haec verba.
- H. The Parties to this Agreement acknowledge and agree that in the event litigation is initiated to enforce any of its terms and conditions, the prevailing party in any such litigation shall be entitled to recover their reasonable attorney's fees and costs, including all reasonable attorney's fees and costs incurred on appeal.
- I. The parties acknowledge and agree that venue for any state court action brought to enforce the terms of this Agreement shall lie in the Court of Sumter County, Florida, having competent jurisdiction, and in the Middle District of Florida, Tampa Division, for any federal claims.
- J. OPERATOR acknowledges and agrees that it is obligated to comply with COUNTY's E-Verify Policy by virtue of the fact that this Agreement contemplates the use of state funding. OPERATOR agrees to provide COUNTY with documentation demonstrating compliance with its E-Verify Policy upon demand.
- K. Notice and Contact:

The name and address of the contract manager for the COUNTY for this Contract is:

David Levesque-Transit Contract Manager  
7375 Powell Road Suite 140  
Wildwood, Florida 34785  
Phone: 352.689.4445; Fax: 352.689.4446  
[David.levesque@sumtercountyfl.gov](mailto:David.levesque@sumtercountyfl.gov)

The representative/position of the OPERATOR responsible for administration of the program under this contract is:

Patrick A. McNiff, Vice-President-Operations  
/Ride-Right, LLC  
16 Hawk Ridge Drive  
Lake Saint Louis, MO 63367  
Phone: 636.699.6839  
[pmcniff@mtm-inc.net](mailto:pmcniff@mtm-inc.net)

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its Exhibits contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

OPERATOR:  
RIDE RIGHT, LLC.

SUMTER COUNTY BOARD OF COUNTY  
COMMISSIONERS, FLORIDA

BY: \_\_\_\_\_  
Title: Alaina Macia, President and CEO

BY: \_\_\_\_\_  
Title: Don Burgess, Chairman

WITNESS:

BY: \_\_\_\_\_

[ S E A L ]

ATTEST:

BY: \_\_\_\_\_  
Gloria Hayward, Sumter County  
Clerk of the Court