STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between the COMMUNITY TRANSPORTATION COORDINATOR, 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 "Coordinator" and MTM Transit, LLC, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective August 18, 2020 and will continue through August 17, 2022 with three (3) one year renewals options.

WHEREAS, the Coordinator is required, under Rule 41-2, F.A.C., Contractual Arrangements, to provide and/or enter into where cost effective and efficient; to enter into subcontract(s) or to broker transportation services to transportation operators; and

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

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

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

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

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

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

THE AGENCY/OPERATOR SHALL:

A. Provide services and vehicles according to the conditions specified in Attachment I.

B. Coordinate available resources and make available transportation services to the
Coordinator. Such services shall be provided in accordance with Attachment I.

C. Submit to the Coordinator Annual Operating Report data detailing demographic, operational and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

D. Comply with audit and record keeping requirements by:

1. Utilizing 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. Agencies/Operators 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 Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.

3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

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 Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator 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., regarding school bus safety requirements for those services provided through a school board;

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;

3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.
G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $100,000 for any one person and $200,000 per occurrence at all times during the existence of this Contract. Upon the execution of this Contract, the Agency/Operator shall add the Coordinator as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. 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 Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S. Insurance coverage in excess of $1 million per occurrence must be approved by the Coordinator and/or the local Coordinating Board before inclusion in this contract or in the justification of rates and fare structures, s. 41-2.006(1), FAC.

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 Agency/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 Coordinator. Agency/Operator shall also assure compliance with:

   a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

   c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

   d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

All regulations, guidelines, and standards lawfully adopted under the above statutes.

The Americans with Disabilities Act of 1990, as it may be amended from time to time.

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 Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, subgrantees, or others with whom the Coordinator 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 Agency/Operator agrees that the Coordinator 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.

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

Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged (Attachment II);
2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;
3. Any entities that purchase service.
Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

Failure to provide required services or reporting may result in liquidated damages. Liquidated damages shall be assessed as follows:

Initial infraction = $25/day from infraction to correction
Second infraction = $75/day from infraction to correction
Third infraction = $150/day from infraction to correction

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/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 Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.

O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex 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 Agency/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 contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

P. By execution of this Contract, the Agency/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 Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.

B. Insure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.

C. At a minimum, annually monitor the Agency/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, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

A. Nothing in the Contract shall require the Coordinator 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 Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.

Contract Changes Clause: Ref. 49. C.F.R. Part 18: County may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Agreement. Such change shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, County shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. The Contractor must assert its right to an adjustment under this article within three working days from the date of receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if County decides that the facts justify it, the County may receive and act upon a proposal submitted at any time before final payment of the Agreement. If the Contractor’s proposal includes the cost of equipment or materials made obsolete or excess by the change, County shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the Agreement as changed.

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 for Convenience (General Provision)
The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.

2. **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of County goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

3. **Opportunity to Cure (General Provision)**

The County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way
operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach**
In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by County shall not limit County’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

5. **Termination for Convenience**
The County, by written notice, may terminate this contract, in whole or in part, when it is in the County’s interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.

F. This Contract is the entire agreement between the parties.

G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.

H. No member, officer or employee of the County or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

I. **Notice and Contact:**
The name and address of the contract manager for the Coordinator for this Contract is:

Stephen Kennedy, Assistant County Administrator  
Sumter County Board of County Commissioners  
7375 Powell Road  
Wildwood, FL 34785

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

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 attachments contain all the terms and conditions agreed upon by the parties hereto.
Survivability. Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

Public Records. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.

Access to Records and Reports

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Hold Harmless.** To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless Sumter County and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify Sumter County for the negligent acts or omissions of Sumter County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

**Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

**Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

**Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

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

**AGENCY/OPERATOR:**

MTM Transit, LLC

Typed Name of Authorized Individual

Signature: __________________________

Title: ____________________________

**COMMUNITY TRANSPORTATION COORDINATOR:**

Sumter County Board of County Commissioners

Typed Name of Authorized Individual

Signature: __________________________

Title: Chairman ________________
ATTACHMENT I
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

As described in RFP 003-0-2020/RS Sumter County Transportation Services.
ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

(a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

(b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;

(c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;

(d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;

(e) Vehicle transfer points shall provide shelter, security, and safety of passengers;

(f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board;

(g) Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;

(h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;

(i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and
provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 7 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator.

(j) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;

(k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;

(l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;

(m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

(n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;

(o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air
conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall have two years to be in compliance after the adoption date of this section of the Rule;

(r) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and

(s) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.
**EXHIBIT A**

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<td>$31,569.12</td>
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<tr>
<td>4</td>
<td>SCYC or Special Service (per hour)</td>
<td>540</td>
<td>$47.62</td>
<td>$25,712.40</td>
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<td>Fixed Rate (per month)</td>
<td>12</td>
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<td>$330,740.00</td>
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<td><strong>YEAR 3 TOTAL</strong></td>
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<tr>
<td>1</td>
<td>Ambulatory (per trip)</td>
<td>31,366</td>
<td>$26.66</td>
<td>$836,370.64</td>
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<tr>
<td>2</td>
<td>Wheelchair (per trip)</td>
<td>3,798</td>
<td>$30.03</td>
<td>$114,050.54</td>
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<td>3</td>
<td>Deviated Fixed Route (per hour)</td>
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<tr>
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<tr>
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<tr>
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