

## Grants & Contracts - Transmittal Memo

|                   |   |
|-------------------|---|
| DATE:             | February 14, 2018   |
| FROM:             | Purchasing Division, Contracts                                      |
| TO:               | Cathie Whitney  |
| CONTRACT #:       | 10830   |
| VENDOR:           | MV Transportation   |
| DESCRIPTION:      | #10830 MV Transportation Contractual Services                       |
| APPROVED BY:      | Board of County Commissioners                                       |
| APPROVAL DATE:    | 2/13/2018   |
| RECEIVED ON:      | February 14, 2018   |
| TERM START:       | 2/13/2018   |
| TERM END:         | 9/30/2018   |
| AMOUNT:           | \$190,100.00  |
| ACCOUNT:          |   |
| ENCUMBRANCE #:    |   |
| RFP/BID #:        |   |
| ACTIONS REQUIRED: | Please forward a copy to the vendor & retain a copy for your files. |
| COPY TO:          | Finance and Accounting<br>Risk Division<br>File                     |

Prepared: March 2017

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND MV  
TRANSPORTATION, INC.**

This Agreement is entered into this 13<sup>th</sup> day of February, 2018 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and MV Contract Transportation, Inc., a for profit corporation, serving as the Coordinated Transportation Provider, doing business at 3713 SW 42<sup>nd</sup> Avenue, Suite 3, Gainesville, FL32608, hereinafter referred to as "MVT."

**WITNESSETH**

**WHEREAS**, the Gainesville/Alachua County Metropolitan Transportation Planning Organization recommended, and the State Transportation Disadvantaged Commission selected, MVT to serve the transportation needs of the transportation disadvantaged population of Alachua County in an effective and efficient manner; and,

**WHEREAS**, MVT developed a coordinated transportation operational plan in conjunction with the Alachua County Transportation Disadvantaged Coordinating Board (**Attachment A**); and,

**WHEREAS**, the furtherance of the needs of the transportation disadvantaged population of Alachua County, the County desires to enter into an agreement with MVT for the transportation needs of the transportation disadvantaged population of Alachua County; and,

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

1. **Term.** This agreement is effective for October 1, 2017 and continuing through September 30, 2018 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for 2 additional 1 year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of MVT.** MVT shall implement the coordinated operation plan, hereinafter referred to as the "Plan", as detailed in the State of Florida Memorandum of Agreement, addressing the transportation needs of the transportation disadvantaged population of Alachua County. Said Plan includes plan operation to provide for the coordination of transportation-disadvantaged services available in Alachua County to transportation-disadvantaged citizens. Said Plan includes MVT operation of general ambulatory and wheelchair transportation services, generally operating routes in

addition to routes within the urban area of Alachua County, Monday through Friday, excluding holidays.

3. **Representations and Warranties.** By executing this Agreement, MVT makes the following express representations and warranties:
- 3.1. MVT is a professional qualified to perform the services described.
  - 3.2. MVT warrants all the work performed by MVT is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
  - 3.3. MVT acknowledges that the County's review of the work performed in no way diminishes MVT's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, MVT will be paid as follows:

| <b>In-Gainesville</b>    | <b>Per Trip Rate</b> |
|--------------------------|----------------------|
| Ambulatory               | \$34.04              |
| Wheelchair               | \$58.35              |
| Stretcher                | \$121.55             |
| <b>In-Alachua County</b> |                      |
| Ambulatory               | \$34.04              |
| Wheelchair               | \$58.35              |
| Stretcher                | \$121.55             |
|                          |                      |
| Per Trip Admin Fee       | \$3.09               |
|                          |                      |

4.1. MVT shall be paid a sum not to exceed \$190,100.00, annually for the initial term of the Agreement. This is in addition to the amounts paid by the Foster Grandparent Program (FGP).

4.1.1. The County will also cover the per trip costs for differences between the agreed upon rates for Foster Grandparent Program (FGP) of Alachua County. The difference paid will bring trip costs to the rate schedule assigned for Alachua County cited above.

4.1.2. The Foster Grandparent Program (FGP) will pay for rides within the City limits and outside the City limits. All other rides must be TD approved and reside outside the Gainesville City limits but within Alachua County.

4.1.3. TD Rides covered should be prioritized in the order of the following categories and may only be provided Monday through Friday 8:00 am - 5:00 pm.:

4.1.3.1. Medical

4.1.3.2. Employment

4.1.3.3. Education

4.2. As a condition precedent for any payment, MVT shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due.

4.2.1. MVT's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. MVT's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

4.2.2. Each invoice shall constitute MVT's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of MVT covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to MVT that payment of any portion thereof should be withheld.. MVT shall submit invoices to the County at the following address:

Candie Nixon  
Assistant Director  
Alachua County Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville, Florida 32601

4.2.3. In the event that the County becomes credibly informed that any representations of MVT relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to MVT until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

MV Contract Transportation, Inc.  
Dept. 33552  
PO Box 39000  
San Francisco, CA 94139-3552

5. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, MVT's and County representative are:

County:

Candie Nixon  
Assistant Director  
Alachua County Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville, Florida 32601

MVT:

Legal Department  
2711 N. Haskell Ave., Suite 1500  
Dallas, Texas 75204

A copy of any notice, request or approval to the County must also be sent to:

|                              |     |                              |
|------------------------------|-----|------------------------------|
| Jesse K. Irby II             |     | Procurement Division         |
| Clerk of the Court           |     | 12 SE 1 <sup>st</sup> Street |
| 12 SE 1 <sup>st</sup> Street | and | Gainesville, Florida 32601   |
| Gainesville, FL 32602        |     | Attn: Contracts/Grants       |
| ATTN: Finance and Accounting |     |                              |

**6. Default and Termination.**

- 6.1. The failure of MVT to comply with any provision of this Agreement will place MVT in default. Prior to terminating the Agreement, the County will notify MVT in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give MVT seven (7) days to cure the default. The Community Support Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to MVT.
- 6.2. The County may also terminate the Agreement for convenience, including in the event that funding for the Agreement become unavailable, by providing written notice to MVT. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, MVT will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by MVT in performing this Agreement, whether completed or in process. In the event of such termination for convenience, MVT's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but MVT shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

**7. Audit, Records, and Reporting:**

- 7.1. MVT shall be responsible for maintaining an accurate record of all coordinated transportation services delivered through the Coordinated Transportation System to the transportation

disadvantaged citizens of Alachua County. The accounting of such shall be in compliance with and adhere to a uniform system of accounts and records (required level for transportation broker), as prescribed by Section 15 of the Urban Mass Transportation Act of 1974, as amended. MVT shall submit to the Alachua County Department of Community Support Service Director both its Monthly Transportation Disadvantage Update and its Quarterly Passenger Information Report.

7.2. The County shall have access to all data generated by MVT pursuant to and during the term of this agreement.

## **8. Project Records**

### **8.1. General Provisions:**

8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or MVT (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or MVT shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. MVT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

### **8.2. Confidential Information:**

8.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential



Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

8.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. Compliance

8.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

8.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

**IF THE PROFESSIONAL OR MVT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MVT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ALACHUA COUNTY DIRECTOR OF COMMUNITY SUPPORT AT E-MAIL [ctuck@alachuacounty.us](mailto:ctuck@alachuacounty.us), PHONE (352) 264-6700, OR U.S. MAIL AT 218 SE 24<sup>TH</sup> STREET, GAINESVILLE,**

## **FL 32601**

**9 Insurance.** MVT will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B". A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Exhibit "1"

**10 Permits.** MVT will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

**11 Laws & Regulations.** MVT will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. MVT is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If MVT is not familiar with state and local laws, ordinances, code rules and regulations, MVT remains liable for any violation and all subsequent damages or fines.

### **12 Indemnification.**

12.1 MVT agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of MVT's performance of this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. MVT further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by MVT and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. MVT agrees that indemnification of the County shall extend to any and all work performed by MVT, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of MVT's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and MVT.

12.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**13. Assignment of Interest.** MVT and County recognize that in actual economic practice,



overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, MVT hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns.** The County and MVT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. **Independent Contractor.** In the performance of this Agreement, MVT is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. MVT is solely responsible for the means, method, technique, sequence, and procedure utilized by MVT in the full performance of the agreement.

16. **Collusion.** By signing this Agreement, MVT declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

16. **Conflict of Interest.** MVT warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. MVT shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

17. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

18. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

18. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

19. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

20. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

21. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

22. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

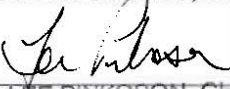
23. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

24. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument


25. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.


ALACHUA COUNTY, FLORIDA

By:   
LEE PINKOSON, CHAIR  
Board of County Commissioners  
Date: 02/13/2018

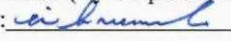
ATTEST:

  
Jesse K. Irby II, Clerk  
(SEAL)


APPROVED AS TO FORM

  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By:   
Print: Erin Niewinski  
Title: Co-Interim CFO

MVT

By:   
Print: Gary Richardson  
Title: Interim CFO  
Date: 12/21/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

**ATTACHMENT A: Alachua County Transportation Disadvantaged Service Plan**

## **ATTACHMENT B: INSURANCE REQUIREMENTS**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE ( only applicable to vendors who's employees handle funds )**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

##### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form.

If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

**MAIL, EMAIL or FAX CERTIFICATES**



**EXHIBIT 1: CERTIFICATE OF INSURANCE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |
|---|--|
| <b>PRODUCER</b><br>McGriff, Seibels & Williams of Oregon<br>1800 SW First Avenue, Suite 400<br>Portland, OR 97201 | <b>CONTACT NAME:</b><br><b>PHONE:</b> 503-943-8621<br><b>FAX:</b> 503-943-6022<br><b>E-MAIL:</b><br><b>ADDRESS:</b>  |
| <b>INSURED</b><br>MV Transportation, Inc. and subsidiaries<br>2024 College Street<br>Elk Horn, IA 51531           | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> ACE American Insurance Company<br><b>INSURER B:</b> Indemnity Insurance Company of North America<br><b>INSURER C:</b> ACE Fire Underwriters Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES**

CERTIFICATE NUMBER: NUSWEAP

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER     | TYPE OF INSURANCE   | ADDL. SUBR. INFO, RVD               | POLICY NUMBER  | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS  |
|-------------|---|-------------------------------------|--|--------------------------|--------------------------|---|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PREM. <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER |                                     | HDO G27862445  | 02/01/2017               | 02/01/2018               | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMPROP AGG \$ 5,000,000 |
| A           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br>Excess of SR                        |                                     | XSA H09083141  | 02/01/2017               | 02/01/2018               | COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|             | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED. <input type="checkbox"/> RETENTION \$   |                                     |  |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A<br>B<br>C | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PREPARED FOR PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A | WLR C49110682 (AZ, RI)<br>WLR C49110685 (AZ, MA)<br>WCU C49110716 (CA, OH, WA)<br>SCF C49110704 (WI) | 02/01/2017               | 02/01/2018               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                            |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as an Additional Insured as respects the ongoing operations of the Named Insured with respects to General and Auto Liability coverage where required by written and signed contract subject to policy terms, conditions, limits and exclusions.

General Liability waiver of subrogation applies where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Alachua County Board of County Commissioners<br>Attn: David Donnelly<br>12 SE 1st Street<br>Gainesville, FL 32601 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE:</b><br> |
|---|--|

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ACORD 25 (2014/01)

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# Agenda

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

*February 13, 2018*  
Jack Durrance Auditorium  
Second Floor  
12 SE 1st Street  
~~January 23, 2018~~ BCC Regular Meeting 9:00AM

### Agenda Item #28.

**Agenda Item Name:**

MV Transportation Agreement

**Presenter:**

Candie Nixon, 226-2548

**Item Description:**

MV Transportation, Inc. Agreement for Contractual Services with Alachua County

**Recommended Action:**

Approve the MV Transportation, Inc. Agreement for Contractual Services with Alachua County. Funds were approved in the FY17/18 budget not to exceed \$190,100.00.

**Prior Board Motions**

N/A

**Fiscal Consideration:**

Budget approved in the FY17/18 adopted budget

008.29.2907.544.34.00

\$190,100.00

**Background:**

The Gainesville/Alachua County Metropolitan Transportation Planning Organization (MTPO) and the State Transportation Disadvantaged Commission selected MV Transportation (MVT) to serve the transportation needs of the transportation disadvantaged population of Alachua County, which includes Foster Grandparent Program Volunteers. This agreement term is October 1, 2017 to September 30, 2018 for the sum not to exceed \$190,100.00.

Since January 2008, Alachua County has contracted with MV Transportation to further the needs of transportation disadvantaged population of Alachua County. The Gainesville/Alachua County Metropolitan Transportation Planning Organization (MTPO) and the State Transportation Disadvantaged Commission selected MV Transportation as the provider. The State of Florida Memorandum of Agreement addresses the transportation needs and plan operation to provide for the coordinator on transportation-disadvantaged services to Alachua County citizens. The plan includes general ambulatory and wheelchair transportation services, operating routes, and routes within the urban areas of Alachua County. Services are available Monday through

Friday and excludes holidays during the hours of 8:00am-5:00pm. Rides are prioritized as (1) Medical, (2) Employment and (3) Education.

Alachua County covers differential cost between the agreed rates and trips for the Foster Grandparent Program. The differential cost per trip is \$3.80 for ambulatory and \$5.35 for wheel chair.

The Foster Grandparent Program utilizes MVT to transport it low-income volunteers to over 36 host sites in Alachua County. MVT provides home and site pick-up and return trips five days a week to FGP volunteers. MVT is an integral part of the program delivery for FGP.

MV Transport will be paid the following for services:

In-Gainesville Per Trip Rate

Ambulatory \$34.04

Wheelchair \$58.35

Stretcher \$121.55

In-Alachua County

Ambulatory \$34.04

Wheelchair \$58.35

Stretcher \$121.55

Per Trip Admin Fee \$3.09