

**PEOPLERIDES CONTRACT  
FOR TRANSPORTATION SERVICES  
WITH THE CITY OF MARSHALLTOWN**

WHEREAS Peoplerides currently provides approximately 6,000 demand response rides in Marshalltown (Carevan 5,000 and Paratransit 600) provides approximately 50,000 demand response rides in the remaining parts of Region 6 (Hardin, Marshall, Poweshiek, and Tama Counties),  
WHEREAS Marshalltown Municipal Transit has very limited staff for dispatching demand response services in Marshalltown,  
WHEREAS Peoplerides has available dispatch capacity with current Peoplerides dispatch hours to effectively handle demand response services currently provided by Marshalltown Municipal Transit,  
WHEREAS Peoplerides also has available vehicle capacity to effectively handle demand response services,  
WHEREAS Peoplerides is a department of the Region 6 Planning Commission,  
WHEREAS Peoplerides uses a cost allocation system for transit administration costs across all services,  
WHEREAS Marshalltown Transit will focus available administrative staff on fixed routes and some subscription routes within Marshalltown.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to most effectively utilize limited available administrative staff, best coordinate transit rolling stock and transit driver personnel, and to establish a "one-stop" place for Marshalltown public transit demand response rides.
2. This contract shall begin on July 1, 2018 and continue through June 30, 2023.

B. Description of Contract Services

1. All transit services will be provided in vehicles, which are open to the public without discrimination.
2. Service shall be complementary ADA paratransit service available the same hours as Marshalltown Municipal Transit (MMT) fixed route services (7:20 to 6:00, M-F). All passengers shall be approved through the paratransit review process. Any ride that requires peoplerides to go through the door will not be considered a paratransit ride under this contract. These through the door rides are the responsibility of Peoplerides under other agreements.
3. Access to demand response service shall be obtained by contacting Peoplerides (641-752-6202). Fixed route and subscription route information shall be dispatched by MMT at 641-754-5719. Dispatchers are available from 7:00 am to 4:00 pm, Monday-Friday.
4. This contract shall be for paratransit and premium demand response services. All individuals must be Americans with Disabilities Act (ADA) paratransit eligible. The only service that will not be provided under this contract is MMT fixed route and subscription service. PeopleRides' ability to handle other subscription rides under this contract will be handled on a case-by-case basis.
5. A ride is defined as each time a person boards/enters onto the vehicle.
6. All services funded under this contract and all uses made of vehicles provided by Peoplerides, shall be insured by Peoplerides with the following coverages:
  - a) Commercial Automobile Liability - Combined Single Limit \$2,000,000
  - b) Uninsured and underinsured motorist - \$250,000

C. Responsibilities of Peoplerides

1. Peoplerides shall serve as an independent contractor.
2. Peoplerides shall employ and train, clean and courteous personnel as necessary to provide the services described above. All drivers shall have commercial drivers' licenses. All drivers shall have annual criminal background checks and shall have current IDOT physicals with the appropriate card. All Region 6 safety sensitive employees and management will be part of the Federal Transit Administration (FTA) Drug & Alcohol program. On an annual basis Peoplerides will provide a copy of motor vehicle records (MVRs') to the City of Marshalltown. Peoplerides will follow all FTA Drug & Alcohol

- testing procedures. Nobody is allowed to drive the vehicle except authorized Peoplerides staff.
3. Peoplerides shall operate the above services including scheduling and dispatching support.
  4. Peoplerides shall maintain accounting and records for all services rendered.
  5. Peoplerides shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon request to The City of Marshalltown.
  6. Peoplerides shall permit inspection of its vehicles, services, books, and records by the City of Marshalltown upon the request of the City of Marshalltown.
  7. When an individual calls 641-752-6202 for ride information the procedure shall be generally as follows. The phone line will be answered "peoplerides".
    - a) When a paratransit eligible person requests a ride within the city of Marshalltown, the city of Marshalltown will be invoiced for those rides. Anyone within the City of Marshalltown may be paratransit eligible.
    - b) When a person requests a ride and is not paratransit eligible or presumed to be under the ADA provisions, and is not riding to a medical appointment that is financially supported by Unity Point - Marshalltown that individual will be referred to the Marshalltown Municipal Transit fixed route system (641-754-5719).
    - c) Peoplerides will provide rides for Premium riders at the rates specified under this agreement.
  8. Peoplerides shall comply with all applicable state and federal laws, including but not limited to, Equal Employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
  9. Peoplerides will wait 3 minutes at a location to pick-up a rider. If a rider is not ready within that time the vehicle will depart. Peoplerides will follow the no-show policy listed herein for these cases.
  10. Peoplerides will not be responsible for contacting any scheduled riders to reconfirm that they will be riding on the vehicle (s).
  11. Peoplerides will provide a copy of all incident and/or accident reports involving passengers covered under this contract, within 10 days of their occurrence.
  12. Peoplerides will require wheelchairs to be secured, if possible. Peoplerides will still transport the passenger if the wheelchair cannot be secured. All common wheelchairs will be transported. A ride may only be refused if the wheelchair exceeds "common wheelchair" standards. A common wheelchair is defined as up to 48" long, 30" wide, and up to 600 total pounds (including the person).
  13. Peoplerides may request, but not require, someone in either a scooter or a structurally weak wheelchair to transfer to a vehicle seat.
  14. Peoplerides will accept service animals aboard vehicles. Peoplerides can ask if the animal is a pet or service animal. Peoplerides can ask how the animal communicates to the owner. Peoplerides, however, cannot ask for a demonstration or in any other way prove that it is an actual service animal.
  15. Peoplerides cannot require someone in a wheelchair to use a seatbelt, unless everyone else in the bus is required to use one. Peoplerides written policy states that all riders shall use a seatbelt.
  16. Peoplerides will allow a person to bring a "personal supply of oxygen" on board the vehicle. Peoplerides may require that the tank be safely secured which may require a special seating location.
  17. All Peoplerides drivers will be trained in both the power and manual methods of operating wheelchair lifts and/or ramps.
  18. Peoplerides will provide paratransit brochures, upon request, to the general public.
  19. All ADA equipment, including the lift or ramp, must be checked daily. Upon request, Peoplerides will provide a copy of the vehicle inspection reports.
  20. When asked by the public for either assistance in interacting about public transportation availability, or to schedule rides, there must be at least one method available to the public on how to effectively communicate. Peoplerides uses Relay Iowa for hearing impaired

people. Large print materials will be made available by Peoplerides, for people requesting those services.

21. Peoplerides offices and meeting rooms are accessible to people with disabilities, and on a bus route. Meetings about paratransit service shall be jointly scheduled with Marshalltown Municipal Transit. Marshalltown Municipal Transit shall provide any special accommodations for disabled attendees.
22. Peoplerides wheelchair lifts and ramps and their safety interlock systems shall be in good working order. Otherwise, a replacement vehicle shall be substituted.
23. Visitors to Marshalltown are to be considered as eligible to ride the paratransit service for up to 21 days. Beyond that time, an application should be submitted for continued service.
24. Peoplerides shall accept a paratransit card from any U.S. public transit system, no different than a MMT paratransit card.
25. Peoplerides will not have any restrictions on how often a disabled person can ride. There are no restricted purposes either.
26. Each ADA eligible person may have one personal care attendant and one companion ride with him or her. Additional people in the group can ride, as long as there is room in the vehicle for them. There is to be no charge for the personal care attendant, as long as the person posing as such can actually perform care needed.
27. If Peoplerides cannot provide vehicles or drivers, we will immediately contact MMT for assistance.
28. Peoplerides is responsible for the vehicles including all necessary repairs and replacement. All vehicles for this service shall be part of the Peoplerides fleet and will be rotated/changed as needs exist.
29. Peoplerides shall indemnify and hold the City of Marshalltown harmless for any losses under this contract.
30. Peoplerides shall operate no charter services or school bus services under the contract.

D. Responsibilities of the City of Marshalltown

1. The City of Marshalltown shall pay all justified billings in a timely basis.
2. The City of Marshalltown shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
3. The City of Marshalltown shall assist with determining paratransit eligibility for clients.
4. The City of Marshalltown together with Peoplerides shall determine if a person is paratransit eligible. Peoplerides will issue the application materials upon request.

E. Compensation

1. For purposes of this contract. If Peoplerides has to go into a destination to get a client they are not considered as paratransit eligible.
2. For paratransit approved people the passenger shall pay \$2.00 for this trip.
3. Notwithstanding E.1 under this contract, if the passenger resides more than  $\frac{3}{4}$  mile from the Marshalltown Fixed Route system they will be considered as a "premium" rider and shall pay \$7.00 per ride. Those riders that call the same day that they ride shall be considered as a "premium" ride and shall pay \$7.00 per ride. The only paratransit premium rides are those that reside more than  $\frac{3}{4}$  mile from the current MMT fixed routes.
4. The MMT rate is \$40/Hour less passenger revenues (\$2.00 per ride generally).
5. All riders shall be provided one warning for not riding on the vehicle at a pre-scheduled time. After this first warning, the rider shall be charged the regular fee for not riding at a pre-scheduled time. Riders shall contact Peoplerides at least 30 minutes prior to their scheduled pick up time to avoid this no-show charge. An answering machine or person is available 24 hours a day – 7 days/week that is checked by drivers/dispatchers. The rider shall be responsible for paying for the full net cost on any no shows.
6. Failure to pay for no-shows or regular trips will result in Peoplerides transportation termination, until the balance is paid in full. The client, however, may appeal the transportation termination to the MMT Transit Manager. This appeal process will be provided in writing to the person. The Peoplerides transit manager is responsible for any decision to refuse service to a passenger.
7. All passenger revenues shall be applied to the costs of transportation services prior to

application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.

- 8. If the local revenue sources decrease or state and federal resources available to peoplerides, service hours could be decreased or prices increased.

F. Reporting

- 1. Peoplerides will provide ridership, hours, and mileage data on a monthly basis. Trip denials and no shows will be provided on a quarterly basis. MMT will count all the statistics. MMT can also review Peoplerides dispatch sheets if requested. All materials will be on Peoplerides forms. Peoplerides will bill monthly for services. Transportation invoices will be submitted the month after services were rendered. All quarterly statistics (miles, hours, passengers) will be provided to MMT within 30 days after the end of every quarter.

G. Entire Agreement

- 1. This contract contains the entire agreement between the City of Marshalltown and Peoplerides. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

H. Amendments

- 1. Any changes to this contract must be in writing and be mutually agreed upon by both Peoplerides and the City of Marshalltown.

I. Termination

- 1. Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation.

J. Saving Clause

- 1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. Assignability and Subcontracting

- 1. This contract is not assignable to any other party without the express written approval of Peoplerides and the City of Marshalltown.
- 2. No part of the transportation services described in this contract may be subcontracted by Peoplerides without the express written approval of the City of Marshalltown and the Iowa DOT Office of Public Transit.
- 3. Notwithstanding the provisions in K.1 above, it is hereby agreed that Peoplerides may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Peoplerides to avoid a service interruption. The City of Marshalltown shall be notified, in advance if possible, each time this provision is invoked.

For The City of Marshalltown:

For Peoplerides:

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Date:

Date:

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