

WAV TAXI GRANT AGREEMENT

Between
CITY OF COLUMBIA, MO
 And
TAXI TERRY'S, LLC

THIS AGREEMENT (hereinafter "Agreement") is by and between the City of Columbia, Missouri (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and Taxi Terry's, LLC (hereinafter "Grantee"), a limited liability company with the authority to transact business within the State of Missouri and whose address is 312 Nebraska Ave, Ste. B, Columbia, MO 65201 and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Grantee are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City is interested in improving the on-demand travel opportunities for all residents and visitors in the community who use a wheelchair and offers this grant to licensed taxi providers to increase the number of Wheelchair Accessible Vehicle (WAV) taxis in the community;

WHEREAS, in response to City's competitive solicitation, Grantee has submitted a proposal to procure and operate a WAV taxi; and

WHEREAS, City has selected Grantee based on Grantee's representations and both parties wish to enter into this Agreement pursuant to the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following words and terms shall have the meanings respectively ascribed herein:

- (a) "*City Code*". The Municipal Code of Ordinances of the City of Columbia, Missouri.
- (b) "*Effective Date*". The date of the last signatory to this Agreement.
- (c) "*Inoperable*". The vehicle's engine, wheels or other parts have been removed, altered, damaged, or allowed to deteriorate to the extent that either (i) the vehicle cannot be legally or safely operated as a Taxicab, or (ii) the vehicle cannot be safely accessed by passengers who use wheelchairs.
- (d) "*Permit Date*". The date that Grantee receives the initial Taxicab permit for the WAV from the City, as required by City Code § 28-82.
- (e) "*Taxicab*". A public passenger motor vehicle with a rated passenger-carrying capacity of eight (8) or less with driver furnished for hire on a call or demand basis to transport persons,

packages, or messages where route traveled and trip destination are controlled by the passenger and at a charge or fare based upon time and mileage and recorded and indicated on a taximeter.

(f) "WAV". The wheelchair accessible vehicle to be purchased and operated by Grantee, more specifically described in the Vehicle Information attached hereto as **Exhibit 1** and made a part of this Agreement.

2. GRANTEE RIGHTS AND RESPONSIBILITIES

2.1. Procurement and Permitting of WAV. Grantee agrees to purchase WAV and have it permitted with the City as a Taxicab within one hundred twenty (120) days of the Effective Date. Grantee shall notify the City in writing of the Permit Date as soon as it is approved. City may, in its sole discretion, allow a reasonable extension to this deadline for good cause. Any extension granted herein must be in writing.

2.2. Operation & Availability of WAV as a Taxicab. Except if the WAV becomes Inoperable as defined in this Agreement, Grantee agrees to operate, and make available, the WAV as a Taxicab to all members of the public for trips within the city limits of Columbia, Missouri during all hours that Grantee is open for business for the term of this Agreement. It will be considered a material default of this Agreement if Grantee is ever open for business for less than fifty (50) hours in a week.

2.3. Inoperable WAV.

(a). *Repairs.* Grantee agrees to exercise due diligence and promptly repair the WAV if it becomes Inoperable. Grantee shall notify the City anytime the WAV is reasonably anticipated to be, or becomes, Inoperable for fourteen (14) consecutive days. The notice shall include the reason that the WAV has become Inoperable, and the date it is reasonably expected to return to service as a Taxicab. Failure by Grantee to comply with the notice provisions herein or to make timely repairs is considered a material default of this Agreement.

(b). *WAV Becomes Permanently Unusable.* If the WAV is damaged beyond repair, stolen, sold or otherwise becomes unusable as a Taxicab by Grantee during the Term of this Agreement, then Grantee shall immediately notify City in writing and provide an explanation of why the WAV is no longer usable. City may either (i) terminate the Agreement and be entitled to damages as provided for herein or (ii) permit Grantee to replace the WAV with a comparable wheelchair accessible vehicle that is approved by the City. If the City is going to allow a replacement, then both Parties shall execute an amendment to this Agreement with the terms of the replacement. Failure to notify the City that the WAV has become permanently unusable will be considered a material default of this Agreement.

(c). *Tolling the Term of the Agreement.* The intention of the Parties is that Grantee will operate the WAV as a Taxicab for a minimum of three (3) years. If the WAV becomes Inoperable for an extended period of time, then the City may, in its discretion, toll the 3 year term to ensure that Grantee meets the intent of the Agreement. The authority and means to toll the term of the Agreement is provided for in Section 4.

2.4. Ownership, Maintenance, Liability. Both Parties agree that City's procurement payment is to assist Grantee with the purchase of the WAV in exchange for its future operation as a Taxicab

within the community. City does not take any ownership interest in the vehicle upon its purchase. Grantee will be the owner of the WAV and solely responsible for all of its future costs and maintenance, as well as any future liabilities associated with its operation as a Taxicab.

2.5. No Medicare or Medicaid Funded Trips. The purpose of this Agreement is to increase on-demand transportation opportunities for people with disabilities in the community; it is not intended for a business to dedicate the WAV to trips that are reimbursable via Medicare or Medicaid funds. In consideration of receiving this funding, Grantee agrees to never apply for, accept or receive Medicare or Medicaid funds for trips provided with the WAV.

2.6. Annual Report and Maintenance Payment Invoice. Grantee shall submit an Annual Report to City, along with an invoice for its maintenance payment, within thirty (30) days of the renewal of the Taxicab permit for the WAV each year. The report shall be substantially similar to the Annual Report Form, attached hereto as **Exhibit 2** and made a part of this Agreement.

2.7. ADA Compliance and ADA Compliance Card. Grantee shall comply with the Americans with Disabilities Act (ADA) at all times. This includes, but is not limited to, the following: Grantee shall not deny a ride to an individual with a disability; charge a higher fare to a person that uses a wheelchair; improperly refuse a service animal; or, otherwise discriminate against people with disabilities. Grantee agrees to keep an ADA Compliance Card within the WAV as a reference to both the driver and any passenger that might request to see it. A copy of the ADA Compliance Card is attached hereto as **Exhibit 3** and made a part of this Agreement.

2.8. Additional Responsibilities. For the term of this Agreement, Grantee shall be responsible for the following:

- (a) Maintain valid insurance, licensing and a Taxicab permit on the WAV at all times;
- (b) Comply with all requirements of Chapter 28 of the City Code as it relates to the permitting and operation of Taxicabs within the city of Columbia;
- (c) Maintain the WAV in a clean serviceable condition and in adequate repair while it is being operated as a Taxicab, as required by City Code § 28-104;
- (d) Submit to reasonable audit and review of Grantee's compliance with this Agreement by the City;
- (e) Comply with all federal, state and local laws, rules, regulations and ordinances.

3. CITY RIGHTS AND RESPONSIBILITIES

3.1. Procurement Payment. City agrees to pay an amount of **Twelve Thousand Dollars (\$12,000)** towards the purchase of the WAV. City may, in its discretion, pay this amount directly to the dealer of the WAV or directly to Grantee (as reimbursement or prior to purchase but only with assurance the entirety of the funding is going towards the purchase of the WAV). Grantee shall provide written request of the payment and identify the recipient of the funds. City shall make this payment within thirty (30) days of receipt of the request.

3.2. Maintenance Payments. City agrees to make a maintenance payment to Grantee in an amount of **One Thousand Dollars (\$1,000)** for each year that (i) Grantee is in compliance with this Agreement and (ii) the WAV was in operation for at least eighty percent (80%) of the reporting period. This percentage will be determined by the number of days the WAV was

available as a Taxicab divided by the number of days the Grantee was open for business. If the WAV was not available for at least 80% of the reporting period, then City may, in its sole discretion, still make a maintenance payment. This determination will be based on the reason the WAV was inoperable, the Grantee's action and expense to repair the WAV, and the current status of the WAV. This maintenance payment is only available after Grantee submits its Annual Report and provides an invoice for the \$1,000 payment. This payment is available once per year for three (3) years.

3.3. Payments Not to Exceed. It is expressly understood by both Parties that in no event will the total amount to be paid by City under the terms of this Agreement exceed Fifteen Thousand Dollars (\$15,000), unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement.

4. TERM, TERMINATION AND DAMAGES

4.1. Term. The term of this Agreement shall begin on the Effective Date hereof and shall continue until three (3) years after the Permit Date. If the WAV becomes Inoperable for an extended period or it become permanently unusable, then the City may, in its discretion, toll the 3 year term. Any such tolling of the 3 year term must be provided to the Grantee in writing. The Agreement can only be tolled for the amount of time that the WAV is not being operated as a Taxicab.

4.2. Termination for Default. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may, by written notice, terminate this Agreement in whole or in part for failure to perform by providing at least thirty (30) calendar days' written notice of termination. The written notice of termination will provide the reasoning for termination and the date upon which the termination will become effective.

4.3. Damages.

(a) *Default by City.* If City defaults in the performance of this Agreement, then City shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

(b) *Default by Grantee.* If Grantee defaults in the performance of this Agreement, then Grantee shall reimburse the City on a prorated basis for its procurement payment and be liable for all damages (including all costs and attorney's fees) arising out of or related to the default. The amount of reimbursement shall be calculated as the following:

$$\text{Reimbursement} = (36 \text{ months} - \# \text{ of months WAV operated as a Taxicab}) / 36 \times \text{Procurement Payment}$$

The WAV must have been operated as a Taxicab for at least ten (10) days in a month for that month to count in the reimbursement payment calculation.

5. MISCELLANEOUS

5.1. Notice. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, email, or mailed by certified mail, return receipt request with postage prepaid. Contact information for all notices is provided for in the following:

IF TO CITY:

City of Columbia
Finance Department
ATTN: City Purchasing Agent
P.O. Box 6015
Columbia, MO 65205-6015
Purchasing@CoMo.gov

IF TO GRANTEE:

Taxi Terry's, LLC
312 Nebraska Ave, Ste. B
ATTN: Angie Nickerson
312 Nebraska Ave, Ste. B
Columbia, MO 65201

With a Copy to:

City of Columbia
Law Department
ATTN: ADA Coordinator
P.O. Box 6015
Columbia, MO 65205-6015
DisabilityServices@CoMo.gov

Any notice required by this Agreement to be given in writing or that either City or Grantee wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

5.2. No Third-Party Beneficiary. No provision of this Agreement is intended to, nor shall it in any way, inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

5.3. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

5.4. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to, this Contract shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

5.5. Hold Harmless Agreement. To the fullest extent not prohibited by law, Grantee shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Grantee, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Grantee or a subcontractor for part of the services), of anyone directly or indirectly employed by Grantee or by any subcontractor, or anyone whose acts Grantee or its subcontractor may be liable, in

connection with providing these services. This provision does not, however, require Grantee to indemnify, hold harmless, or defend City from its own negligence.

5.6. *No Waiver of Immunities.* In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

5.7. *Unauthorized Aliens Prohibited.* Grantee shall comply with Missouri Revised Statute Section 285.530 in that Grantee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Grantee shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Grantee shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in **Exhibit 4** attached hereto and made a part of this Agreement. Grantee shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

5.8. *Contract Documents.* The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- 1 Vehicle Information
- 2 WAV Annual Report
- 3 ADA Compliance Card
- 4 Work Authorization Affidavit

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

5.9. *Entire Agreement.* This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contacts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *AK*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michelle Nix, City Director of Finance

GRANTEE: TAXI TERRY'S, LLC

BY: Angie Nickerson

PRINTED
NAME: Angie Nickerson

TITLE: Vice President

DATE: 6-14-18

USED

2016 Toyota Sienna LE

Exhibit 1

Online Price

\$33,995

After \$500 Discount

NEW

AMS Vans Exodus Conversion

Contact AMS Vans: 800-775-8267



Features

Backup Camera

Bluetooth

About This Vehicle

Here it is! That comfortable minivan with the brand new, easy-entry wheelchair accessible conversion you've been looking

3YR/36K Conv Wrty
Driver Pwr. Seat Base
Lowered Floor
ADA Compliant

for! Travel with peace of mind from the knowledge this dependable vehicle's undergone a rigorous 134-pt inspection and safety tests, and comes with our hard-to-beat warranty. Call today to learn more from a mobility consultant about how to bring this wheelchair van home! HAT# 240SC

Specification

Model Year	2016
Make	Toyota
Model	Sienna LE
Mileage	49,657
MPG	18 25 CITY HWY
Stock #	694441
Exterior	White
Interior	Gray
Engine	3.5L V6 266hp 245ft. lbs.
Transmission	6-Speed Shiftable Automatic

Service Log

- Initial Inspection - 134 Point Inspection Completed
- After-Conversion QC Inspection Completed

Chassis Warranty

Remainder of Factory Warranty Available!
Request more information for details.

Conversion Warranty

Contact Us for details on this Conversion Warranty.

Conversion Info

Conversion Option	New
Converter	AMS Vans
Model Name	Exodus
Entry Type	Rear Entry Short
Access Location	Rear
Ramp Type	Manual
Lowered Floor	

Conversion Price

\$12,980

Conversion Specifications



Toyota Sienna Rear-entry Conversion

Talk with an Expert

Live Chat Support

The Exodus, with ADA-Compliant with manual bi-folding ramp, combines rear-entry style, maneuverability and affordability for the wheelchair accessible Toyota Sienna.

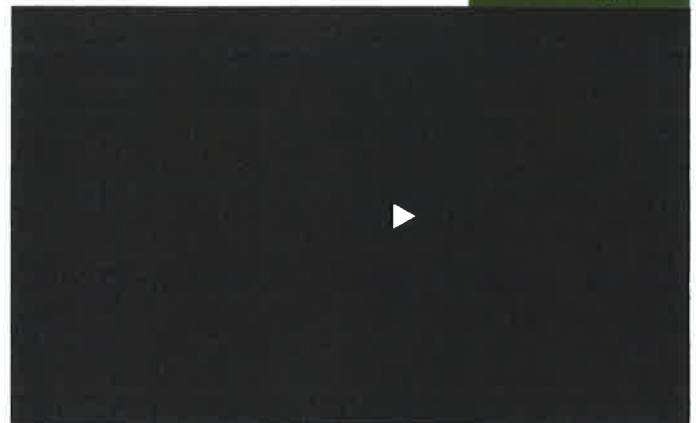
The ultra-accessible rear-entry conversion for the Toyota Sienna

The Exodus wheelchair accessible van is the nation's most affordable rear-entry conversion. It is a short-cut, rear-entry conversion with a near-effortless ADA-compliant manual spring-assisted bi-fold ramp for easy accessibility.

The second row seating remains intact for (up to 3) ambulatory passengers, while the 'short-cut' feature allows for the wheelchair passenger in the back to remain active in the conversation. The Exodus features a 56 ½" door opening with a 31 ½" ramp width.

Your wheelchair accessible van comes backed by the AMS Vans Advantage — our assurance to you that your satisfaction will be guaranteed:

- 3-year or 36,000-mile conversion warranty serviced nationwide
- Certified used condition following a meticulous 134-point inspection process
- Convenient, stress-free shopping on-campus or through our 24/7/365 virtual showroom
- Affordable, nationwide delivery options with no-questions-asked 'Right of Refusal'
- Expert maintenance on our site or coordinated through your favorite technician



[Browse Exodus Inventory](#)

OR

[Customize Your Minivan](#)

Features



Door Width



Ramp Angle



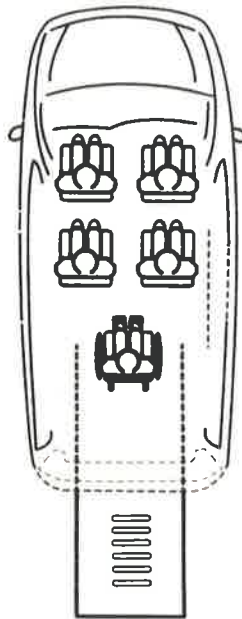
Channel Width



Lowered Floor

We work hard to save you money; before, during and after your AMS Vans purchase

↑ Wheelchair



Van Height	74"
Door Width	32"
Door Height	56.5"
Headroom at Center	58"
Ramp Width	31"
Ramp Length	60"
Ground Clearance	8"
Total Van Width	79"
Total Van Length	201"

Browse Other Conversions By Model



- [**Toyota Genesis**](#)
- [**Toyota Exodus**](#)
- [**Ford Transit Side Lift**](#)
- [**Ford Transit Rear Lift**](#)
- [**AMS Vans Legend II**](#)
- [**AMS Vans Edge**](#)
- [**AMS Vans Edge II**](#)



Port St. Lucie, Florida



Dear Jill, Just a brief note to thank you, John, and everyone else involved in the sale of
the van I bought. Best Man,



**CITY OF COLUMBIA, MISSOURI
WAV TAXI GRANT ANNUAL REPORT**

Taxi Company (Grantee): _____

Date of Period Beginning: _____

Date of Period Ending: _____

Number of Rides Provided for Passengers Using Wheelchairs during Period: _____

Number of Days WAV was Available as a Taxicab during Period: _____

Number of Days Grantee was Open for Business during Period: _____

Percentage of Time that WAV was Available as a Taxicab during Open Hours: _____

Dates that WAV was Inoperable: _____

Reasons the WAV was Inoperable: _____

Initial Next to each Sentence:

_____ I certify that Grantee never applied for, accepted or received Medicare or Medicaid funds for trips provided with the WAV.

_____ I certify that Grantee has complied with the terms of the WAV Taxi Grant Agreement.

_____ I am an owner or otherwise authorized personnel of Grantee. I hereby certify that the information provided above with this Annual Report is true according to the best of my knowledge, understanding and belief.

Signature

Date

Printed Name



**CITY OF COLUMBIA
ADA COMPLIANCE CARD**

A copy of the ADA compliance card is included below. This card is required to be kept in the WAV at all times that it is being operated as a Taxicab.



ADA COMPLIANCE

In accordance with the Americans with Disabilities Act (ADA), this Taxi and its staff will not discriminate on the basis of disability in its services, program, or activities. Unlawful discrimination under the ADA includes, but is not necessarily limited to, the following:

- refusing to provide service to individuals with disabilities who may use the vehicle;
- charging higher fares or fees for carrying individuals with disabilities and their equipment than are charged to other persons;
- refusing to reasonably assist with the securing and stowing of mobility devices as needed; and
- denying service animals or charging additional fares for service animals



ADA COMPLIANCE

If you have any questions, concerns, or are interested in more information on the Americans with Disabilities Act (ADA), then please contact:

City of Columbia
ADA Coordinator
701 E. Broadway
Columbia, MO 65201
(573) 817-5024
DisabilityServices@CoMo.gov

CITY OF COLUMBIA
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone)
)SS.
State of Missouri)

My name is Angie Nickerson. I am an authorized agent of Taxi
Tony's, LLC (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program must be
attached to this affidavit if not currently on file with the City of Columbia.**

Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. All subcontractors shall also submit a sworn affidavit
under penalty of perjury that all employees are lawfully present in the United States.

Angie Nickerson
Affiant

Angie Nickerson
Printed Name

Subscribed and sworn to before me this 18th day of June, 2018.

Eva V. Anspach
Notary Public



EVA V ANSPACH
My Commission Expires
November 18, 2021
Randolph County
Commission #13540204