

**ACCESSIBLE STREET HAIL LIVERY VEHICLE
GRANT PROGRAM AGREEMENT**

Agreement effective as of (month, day, year) _____ (“Effective Date”), entered into between the CITY OF NEW YORK (“City”), acting by and through the Taxi and Limousine Commission (“TLC” or “Commission”) located at 33 Beaver Street, New York, New York 10004, and
(please print the items below legibly)

Applicant/Licensee Name: _____

DBA (if applicable) _____

located at: Street Address, Building or Apt. No. _____

City, State ZIP _____

Telephone No.: _____ Federal I.D. No.: _____

Type of Business (Sole Proprietorship/Partnership/Corporation): _____

(“Grantee”) an individual [or entity] eligible to participate in the Accessible Street Hail Livery License Grant Program (“Grant Program”).

TLC Use Only:

Street Hail Livery License Number: _____

Vehicle Identification Number: _____

Paragraph 1. GENERAL PURPOSE

- A. *Authority; Purpose.* Pursuant to Chapter 602 of the Laws of 2011 as amended by Chapter 9 of the Laws of 2012, TLC is authorized to provide grants of up to \$15,000 per vehicle to accessible street hail livery (“ASHL”) licensees to (i) purchase a vehicle for use as a wheelchair accessible street hail livery vehicle (“ASHL Vehicle”) or (ii) retrofit a vehicle to be used as an ASHL Vehicle. The purpose of the Grant Program is to improve access to safe, legal, and convenient street hail service for the 6.7 million New York City residents who live outside of the neighborhoods where yellow taxi service is generally available by providing funding to help eligible licensees acquire ASHL Vehicles, which cost substantially more than vehicles that are not wheelchair accessible.
- B. *Grant Application.* Grantee applied for an Accessible Street Hail Livery License (“ASHL License”) and submitted a grant application to partially fund the purchase of a vehicle to be used as Accessible Hail Vehicle or to retrofit a vehicle for use as Accessible Hail Vehicle for at least three years in connection with such ASHL License.

Paragraph 2. GRANT AMOUNT; FUNDING

- A. *Grant Amount.* In response to Grantee’s grant application the City is awarding Grantee a grant in the amount of \$ _____ (“Grant”) for the purpose of acquiring or retrofitting a vehicle for use as an

ASHL Vehicle on the condition that Grantee's ASHL Vehicle passes the inspection required by New York State law and 35 RCNY section 82-30, subject to the terms and conditions of this Agreement, and the ASHL Vehicle meets the requirements for a Qualified Vehicle as stated in 35 RCNY section 82-65 including the following:

- i. *New Accessible Vehicles.* The Grant amount is \$15,000 for Qualified Vehicles that are of the most recent model year or immediately preceding model year and have fewer than 1,000 miles on the odometer.
 - ii. *Used Accessible Vehicles.* The Grant amount is \$10,000 for other Qualified Vehicles. However, no Grant will be issued to any vehicle of a model year more than 3 years older than the most recent model year and/or any vehicle that has more than 30,000 miles on the odometer.
- B. *No Representation as to Sufficiency of the Funding; Excess Costs.* Grantee understands and agrees that the City does not represent that the Grant amount will be sufficient to cover the costs of providing the Services set forth in paragraph 3 and that the Grantee shall be solely responsible for any costs and expenses in excess of the Grant amount that may be incurred in undertaking the Services.
- C. *Funding of Grant Payments.* Any and all grant payments are subject to sufficient appropriation of funds by the Council for the City of New York.

Paragraph 3. SCOPE OF SERVICES; COMPLIANCE WITH LAW; DUTY TO MAINTAIN VEHICLE

- A. *Services.* Except as otherwise provided in this Agreement, during the Term, Grantee shall ensure that the vehicle purchased or retrofitted in part with Grant funds remains in use as an ASHL Vehicle in New York City ("Services").
- B. *Compliance with Law.* Grantee shall provide Services in accordance with the Americans with Disabilities Act of 1990, 42 U.S.C. section 12131 *et seq.* ("ADA"), the New York State Human Rights Law, Article 15 of the New York Executive Law, the New York City Human Rights Law, Title 8 of the New York City Administrative Code, and all other applicable federal, state, and local laws, rules, and regulations as are in effect at the time that the Services are provided. The ADA, the New York State Human Rights Law, and the New York City Human Rights Law prohibit the Grantee from discriminating against an individual with a disability in the provision of Services.
- C. *Duty to Maintain Vehicle.* During the Term, Grantee shall maintain all equipment, including brakes, tires, lights and signals, as well as any equipment necessary for wheelchair accessibility, in good working order and meet all requirements of the New York State Vehicle and Traffic Law and the Rules of the Commission. Grantee shall produce the ASHL Vehicle to the TLC for inspection as frequently as required by state and local laws, rules, and regulations. If TLC orders Grantee to repair or replace his or her ASHL Vehicle because it appears that it is no longer wheelchair accessible, or is unsafe or unfit for use, Grantee shall comply with such order within ten days. Grantee understands that the City will not provide funds for the repair or purchase of a replacement ASHL Vehicle.
- D. *Duty to Comply with Payment Requirements.* During the Term, Grantee shall comply with all periodic financing requirements, if any, in connection with the vehicle purchased or retrofitted in part with Grant funds.

Paragraph 4. TERM

The Term for the Services shall be three years commencing with the Effective Date above.

Paragraph 5. ASSIGNMENT AND METHOD OF PAYMENT

- A. Grantee may provide for the assignment of the Grant funds to another person or entity (“Assignee”) by completing the Payment Assignment Agreement available from TLC subject to the following restrictions:
- i. Only one Payment Assignment Agreement will be permitted for each Grant Program Agreement;
 - ii. The Payment Assignment Agreement Assignee will have no greater right to payment than that of the Grantee; and
 - iii. Except for the assignment of payments as provided in the paragraph, Grants are not transferable.
- B. Grantee, or when Grantee completes the Payment Assignment Agreement, both Grantee and Assignee, must complete a Substitute W-9 Certification form attached, or must complete the Payee/Vendor Account Activation process, including completion of a Substitute W-9 Certification form, through the Payee Information Portal of the City of New York, at the following page:
<https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>
- C. *Paper Check Fee Advisory.* Effective January 1, 2011 the City initiated a \$3.50 fee per paper check and periodically deducts the fees owed by the paper check recipient from future payments. The fee applies to the processing of paper checks, drafts or similar paper instruments, written for payments issued through the City's financial management system.

This fee, authorized under the Rules of the City of New York - Title 19, Department of Finance, section 9-01 of Chapter 9, is to cover the costs related to the processing of paper checks, drafts or similar paper instruments, written for payments issued through the City's financial management system and to encourage greater use of Electronic Funds Transfer (EFT) by those receiving payments from the City of New York.

In order to avoid the paper check fee, Payees are encouraged to sign up for EFT by using the Vendor Payment Enrollment Form attached, or at the Department of Finance, Vendor Payment Direct Deposit Program enrollment page at: www.nyc.gov/html/dof/html/services/services_vendors_eft.shtml

- D. Within approximately four to six weeks after the date the grant applicant has met all the requirements of the grant program, and that the ASHL Vehicle passes inspection the TLC shall either provide for a direct deposit through an EFT, or shall mail a check for the Grant payment amount to (i) Grantee at the mailing address on file with TLC for Grantee’s ASHL License or (ii) the Assignee at the mailing address on the Payment Assignment Agreement if requested by the Grantee.

Paragraph 6. ASSIGNMENT

During the Term, Grantee shall not assign or otherwise transfer this Agreement and/or the ASHL Vehicle purchased in part by grant funds without the Commission Chairperson’s prior written consent, except that Grantee may assign payment of grant funds pursuant to Paragraph 5(A) above.

Paragraph 7. TERMINATION

A. Termination by TLC. TLC shall have the right to terminate this Agreement:

- i. Upon the transfer, revocation, or the suspension for 120 days or more of Grantee's ASHL License;
- ii. Upon a judicial or administrative determination that the Grantee's operation of the Accessible Hail Vehicle violated the requirements of the ADA, the New York State Human Rights Law or the New York City Human Rights Law at any time during the Term;
- iii. Upon the failure of Grantee to comply with any of the terms and conditions of this Agreement, including, but not limited to, the failure to provide the Services during any part of the Term;
- iv. Upon insolvency or the commencement of any proceeding by or against the Grantee, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Grantee for the benefit of creditors;
- v. Upon the TLC Commission Chairperson's determination that termination is in the best interest of the City; and
- vi. If City funds appropriated or allocated for the payment of the Grant become unavailable.

Termination pursuant to Paragraph 7(A)(i) and (ii) shall be immediate. If terminated pursuant to Paragraph 7(A)(iii), (iv) (v), or (vi) TLC shall give Grantee ten (10) business days' written notice stating its intent to terminate this Agreement and specifying the effective termination date, whereupon on such date this Agreement shall be terminated. The Commission Chairperson shall have discretion to allow the Grantee to cure a breach or violation of this Agreement underlying Paragraph 7(A)(iii) if it is in the best interest of the City. If terminated pursuant to Paragraph 7(A)(i), (ii), or (iii) or (iv), within 30 days from the date the notice was mailed, Grantee shall return that portion of the Grant payment as TLC in its sole discretion shall direct on a pro rata basis determined by the number of months the vehicle was in service during the Term.

- B. Termination by Grantee. Grantee may terminate the Grant Program Agreement at any time during the term of the agreement upon the repayment of the full Grant amount or such other amount determined by TLC based on the number of months the Grantee provided the required services.

Paragraph 8. TAX AFFIRMATION; REPRESENTATIONS

- A. *Tax Affirmation.* Grantee affirms and declares that Grantee is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Grantee to receive public contract.
- B. *Representations.* Grantee represents that there are no suits or proceedings pending or, to the best of Grantee's knowledge, threatened against Grantee that might materially affect the provision of Services under this Agreement. Grantee is in compliance with financing requirements, if any, in connection with the vehicle purchased or retrofitted in part with Grant funds. Grantee has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments, and

governmental charges and levies thereon to be due, including interest and penalties. Grantee has no knowledge of any claims for taxes due and unpaid which might become a Lien on any of its assets.

Paragraph 9. NO CLAIMS AGAINST OFFICERS, AGENTS, OR EMPLOYEES

No claim whatsoever shall be made by Grantee, its successors or assigns against any officer, agent, or employee of the City for, or on account of, any thing done or omitted to be done in connection with this Agreement.

Paragraph 10. INDEPENDENT ENTITY

- A. Grantee is an independent entity, and shall not be deemed to be an agent, employee, servant or representative of the City for any purpose whatsoever.
- B. All personnel provided by Grantee to perform any Services shall be considered as employed by Grantee, and not the City. Grantee alone is responsible for their work and personal conduct while performing under this Agreement, as well as for their direction and compensation. Nothing included in this Agreement shall impose any liability or duty upon the City to persons, firms, or corporations employed in any capacity by Grantee, or to make the City liable to any person or entity (including governmental agencies) for any act, omission, liability, obligation or taxes (including unemployment insurance and social security) of Grantee or any individual, firm or corporation employed by Grantee.

Paragraph 11. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless the City, its officials, employees, and agents, against any claims, actions, judgments for damages, and costs and expenses (including reasonable attorneys' fees) including, but not limited to, those on account of bodily injury or death to persons or property damage to which the City, its officials, employees or agents may be subjected or which it may suffer or incur allegedly arising out of or in connection with (i) the use of the Accessible Hail Vehicle(s) partially funded by this Grant or (ii) any failure of the Grantee to comply with any of the terms and conditions of this Agreement. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by Grantee, the City shall be partially indemnified by Grantee to the fullest extent permitted by law.

Paragraph 12. CHOICE OF LAW; CONSENT TO JURISDICTION AND VENUE

- A. This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Grantee, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.
- B. The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Grantee initiates any action in breach of this Paragraph 12(B), the Grantee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Paragraph 12(B).

Paragraph 13. INVESTIGATIONS AND AUDIT

- A. *Investigations.* The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency or entity that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- B. *Audit.* This Agreement and all books, records, documents and other evidence relevant to this Agreement or the Services or payments provided hereunder are subject to audit by the City, including the Comptroller of the City, TLC, and other persons duly authorized by the City.

Paragraph 14. ALL LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision required by law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Paragraph 15. MERGER

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT, as of the day and year first written below.

CITY OF NEW YORK

Grantee (print name)

By: _____
Christopher C. Wilson, General Counsel
NYC Taxi and Limousine Commission

By: _____
(authorized signatory)

(print name)

Date: _____

Date: _____