

# MEMORANDUM OF UNDERSTANDING

## TERMS AND CONDITIONS FOR PARTICIPATION AND REIMBURSEMENT FOR ACCESSIBLE DISPATCH FARES AS PART OF A TEST PERIOD

between  
New York City Taxi and Limousine Commission and  
Accessible Dispatch Tester

### TERMS AND CONDITIONS FOR PARTICIPATION AND REIMBURSEMENT

(the "Agreement") effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the City of New York (the "City"), acting by and through the Taxi and Limousine Commission, located at 40 Rector Street, New York, New York 10006 (the "TLC" or "Commission"), and \_\_\_\_\_, located at \_\_\_\_\_ (the "Tester").

*Whereas*, the Commission is authorized by the New York City Charter to license and regulate medallion taxicabs and for-hire vehicles in the City;

*Whereas*, the TLC adopted rules on November 13, 2007 governing dispatch of wheelchair accessible taxicabs and liveries pursuant to a demonstration project testing accessible dispatch technology and service;

*Whereas*, the TLC is prepared to launch the demonstration project and would benefit from the feedback of actual users during the period of July 1 through July 15, 2008.

**NOW THEREFORE**, the TLC and the Tester hereby agree as follows:

#### **Section 1. Approval of the Tester.**

The Commission hereby grants approval to the Tester to become eligible for reimbursement of a minimum of two (2) accessible dispatch rides and a maximum of three (3) accessible dispatch rides if the following conditions are met:

- (a) the rides are arranged through the TLC's accessible dispatch system, using the telephone contact number provided by the TLC;
- (b) the rides are taken between July 1, 2008 and July 15, 2008;
- (c) the receipt is submitted;
- (d) a survey is completed and submitted; and

(e) the sum total amount of reimbursement, including tolls and gratuities, for all rides paid to shall not exceed \$100.00. If the receipt does not specify an amount for gratuities, the TLC will add 15% to the cost of the ride.

**Section 2. Liability.**

(a) The City and TLC shall not be responsible to Tester, any medallion owner, vehicle owner, or agent, or any of their respective agents, employees, contractors, drivers, passengers, pedestrians or to any other party, in the event of any injuries, damages, losses or liabilities arising out of the use of the accessible dispatch system or this Agreement, including but not limited to any personal injury or property damage.

**Section 3. Termination**

The City may termination this MOU in its sole discretion on three (3) days notice.

**Section 3. Miscellaneous Provisions**

- (a) **Modifications.** All modifications to this Agreement must be in writing signed by both parties.
- (b) **Merger.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation, oral or written, relating to the subject matter hereof preceding the date of this Agreement shall not be binding upon either party and is superseded hereby.
- (c) **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when delivered is an original but all of which taken together constitute one and the same instrument.
- (d) **Further Assurances.** The parties will execute and deliver all such further endorsements, instruments, agreements, and other documents and take all such further actions as the other party may reasonably request from time to time in order to effectuate the terms, purposes, and intent of this Agreement.
- (e) **Interpretation.** Whenever the context requires, the singular includes the plural and vice versa and each gender includes the other gender. The headings of the sections of this Agreement are for convenience only and do not limit their provisions.
- (f) **Assignment.** Neither party may assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other party, and any such attempted assignment shall be void. Except as expressly set forth in this Agreement, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating

any right, claim or cause of action in favor of any such third party, against either of the parties hereto.

- (g) **Severability.** In the event that any covenant, provision or restriction contained in this Agreement is found to be void or unenforceable (in whole or in part) by a court of competent jurisdiction, it shall not affect or impair the validity of any other covenant, provisions or restrictions contained herein, nor shall it affect the validity or enforceability of such provisions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions shall remain in full force and effect.
- (h) **Waiver.** The failure of either party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver by that party of that term, covenant or condition or of any other term, covenant or condition of this Agreement.
- (i) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to its principles of conflict of laws. Tester and the Commission irrevocably consent and submit to personal jurisdiction in the courts of the State of New York located in the City and County of New York for all matters arising under this Agreement.
- (j) **Notices.** Any notice provided for or concerning this Agreement shall be in writing and deemed received when sent by overnight delivery service or certified or registered mail, return receipt requested, if sent to the address below:

For Tester:

For the New York City Taxi and Limousine Commission:  
40 Rector Street, 5<sup>th</sup> Floor  
New York, NY 10006  
212-676-1003  
c/o Samara Epstein and  
c/o Matthew Daus, Chairperson/Commissioner

**IN WITNESS WHEREOF**, the parties hereto have executed these Terms and Conditions and consent to the provisions contained herein on the date indicated.

\_\_\_\_\_  
**Tester's Signature**  
**Tester's Name:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Charles R. Fraser**  
*Deputy Commissioner for Legal Affairs*  
**New York City Taxi & Limousine Commission**

\_\_\_\_\_  
**Date**

Approved by the NYCTLC on the \_\_\_\_ this day of \_\_\_\_\_.

Approved as to Form:

\_\_\_\_\_  
Acting Corporation Counsel