

CONTRACT FOR KYLE TEXAS 3.14 ADA TRANSPORTATION PROGRAM

THIS AGREEMENT ("Agreement") is made as of this ____ day of _____, 2023, by and between the City of Kyle Texas (*hereinafter referred to as City*), and Maruti Transportation Group, Inc., (*hereinafter referred to as Contractor*) authorized to do business in the State of Texas and whose principal address is 2301 South Division Avenue, Orlando, Florida 32805.

WHEREAS the City requires the implementation of Kyle Texas 3.14 ADA Transportation Program ("3.14 Program");

WHEREAS, the City currently contracts with Uber for regular and WAV vehicles which address most of the City's ADA-required vehicles but desires to expand its services by locating another entity that can supplement the ADA portion of the 3.14 Program.

WHEREAS the Contractor is able to provide the ADA services required by Kyle Texas 3.14 Program;

WHEREAS the City and the Contractor desire to enter into a contract for the purposes addressed herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and the Contractor hereby agree as follows:

Article I – Term.

- A. The commencement date for the provisions of this Agreement shall be upon full execution of same by both City and Contractor.
- B. This agreement shall be valid for the term of one (1) calendar year from the date of the full execution of this agreement by both City and Contractor.
- C. The Terms of this Agreement shall be automatically renewed each year unless specifically indicated in writing by the City.

Article II – Services.

- A. The Contractor shall provide an ADA transportation solution to the City. Specifically, Contractor shall provide a service that works alongside the 3.14 Program. Contractor will utilize its MT Connect service to provide a transportation service to address adherence to the Americans with Disabilities Act (ADA).
- B. MT Connect service will be accessible to Kyle Residents through the Uber app.
- C. The Contractor shall offer its MT Connect service to the residents of Kyle, Texas through the utilization of the Uber application. This service includes the ability of the resident requestor of transportation to track and communicate with the driver.

- D. Contractor shall provide a scheduled transportation service to the residents of Kyle Texas, whereby residents may schedule transportation service up to two (2) weeks in advance by calling the Contractor's call center at (210)-227-1900 ex 3. Residents must call during regular office hours from 9:00 AM to 5:00 PM Monday thru Friday. Leaving a voice message during off hours will not guarantee a scheduled trip.
- E. Residents of Kyle will be able to preschedule tips outside of the office hours and service hours through the Uber app.
- F. Contractor shall provide services during the hours of 6:00am – 9:00pm, Monday through Friday, unless otherwise mutually agreed upon in writing.
- G. The City's representative/liaison during the term of this agreement and any subsequent renewal of this agreement shall be Jerry Hendrix, Assistant City Manager, City of Kyle, unless otherwise designated in writing by City.
- H. The Contractor's representative/liaison during the term of this agreement and any subsequent renewal of this agreement shall be Parth Parikh, Director of Operations, Maruti Transportation Group, telephone number (407)412-5613, unless otherwise designated in writing by Contractor.

Article III – Compensation.

- A. Contractor shall be paid by City a one-time implementation fee of \$35,000.00 (thirty-five thousand dollars and no cents).
- B. Contractor shall be paid by City a \$30.00 (thirty dollars and no cents) trip load fee per trip. This amount shall increase annually at the same percentage as the Consumer Price Index for the US Bureau of Labor Statistics for the Southwest Information Office.
- C. Contractor shall be paid by City a per mile fee of \$3.75 (three dollars and seventy-five cents) per mile driven on any given trip. This price is subject to change based on fuel and maintenance rates. Contractor shall also be paid an after-hours fee of \$50.00 (fifty dollars) per hour. These amounts shall increase annually at the same percentage as the Consumer Price Index for the US Bureau of Labor Statistics for the Southwest Information Office.
- D. Contractor shall be paid by City a trip cancellation fee of \$3.00 (three dollars and no cents) per any trip cancelled. This applies to prescheduled trips and trips booked directly from the Uber app.
- E. Contractor shall be paid by City a no-show fee of \$5.00 (five dollars and no cents) per any trip wherein the requestor did not appear to the scheduled pick up.
- F. Contractor shall be paid by City a wait time fee of \$.50 (zero dollars and fifty cents) per minute of wait time by the driver towards the service requestor. This fee is charged after the 10 minute wait time threshold is passed.
- G. A \$3.14 per rider fee is charged per each trip. This fee is paid by the rider to Maruti. The fee is deducted from the final invoice per each trip billed to Kyle.

- H. Contractor shall provide a monthly invoice to City for all services rendered as described herein. Contractor shall also provide Uber reporting data to support the invoice.
- I. City shall provide payment to contractor no later than ten (10) days following the receipt of the invoice.
- J. All invoices submitted by the Contractor to the City shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged.
- K. It shall be the City's responsibility to verify the information on the Contractor's invoice within the timeframe allotted for payment.

Article IV – Business Associates.

To the extent applicable, Contractor, including its agents, servants, subcontractors and employees shall appropriately safeguard protected health information ("PHI") that may be created, received, maintained, or transmitted on behalf of the City, in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended and any related regulations (the "HITECH Act"), to the extent the acts and implementing regulations are applicable to the services provided by Contractor. Notwithstanding that HIPAA and its implementing may not prevent the disclosure of PHI, or other health or personal information acquired by Contractor in its performance of this Contract, Contractor shall not volunteer or disclose health or personal information to third parties, unless such disclosure is required by Texas's Public Records or other law applicable to the records created, possessed or maintained by Contractor.

A. General Provisions

- 1. **Meaning of Terms.** The terms used in this Contract shall have the same meaning as those terms defined in HIPAA.
- 2. **Regulatory References.** Any reference in this Contract to a regulatory section means the section currently in effect or as amended.
- 3. **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with HIPAA.

B. Obligations of Contractor

To the extent required by law, Contractor agrees that it will:

- 1. Not use or further disclose PHI other than as permitted or required by this Contract or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
3. Report in writing to the City any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Contractor’s discovery of the security incident or breach. Contractor will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 et seq. when making breach notification to the City. The City shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Contractor agrees that, if requested by the City to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the City to make breach notification to affected individuals, Contractor shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 et seq., and any direction from the City;
4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information by requiring such subcontractors to sign an agreement with Contractor that contains, at a minimum, the same provisions as this Contract;
5. Make PHI in a designated record set available to the City and to an individual who has a right of access in a manner that satisfies the City’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the City, or take other measures necessary to satisfy the City’s obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the City or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of the City’s obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to the City when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of the City, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate’s and the City’s compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the City notifies Contractor of any restriction on the use or disclosure of PHI that the City has agreed to or is required to abide by under 45 CFR §164.522; and

11. Assist the City in complying with its Red Flags Rule obligations, if the City is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the City's Identity Theft Prevention Program (if the City is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the City of any threat of identity theft as a result of the incident.
12. Protect, defend, reimburse, indemnify and hold the City and their respective agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Contractor or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Contractor.

Article V – Termination.

- A. In the event of a default by either party, the non-defaulting party may terminate the contract by providing the defaulting party with thirty (30) day notice of termination due to default. Said notice must specify the default and if applicable, provide the defaulting party the opportunity to cure the default. If the default is such that cannot be cured, this Agreement shall be terminated thirty (30) days after providing the appropriate notice as described herein.
- B. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the Contractor, or its subcontractor(s), and without their fault or negligence. Such causes shall be limited to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; and/or inclement weather.
- C. Upon the Contractor's request, the City shall consider the facts and extent of any failure to perform the work; and, if the Contractor's failure to perform was for a cause beyond the Contractor's control, and without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the City's rights to modify, terminate, or stop any part or all of the work at any time.
- D. Any opportunity to cure any default under the terms of this Agreement shall be for a period of ten (10) days following the notice of termination. If said default is not cured within ten (10) days of the required notice, this Agreement shall be deemed terminated on the date specified in the notice of termination.

- E. In the event that this Agreement is terminated, Contractor reserves the right to compensation for the services provided up through the date of termination of this Agreement.
- F. Any attorney fees, suit money and costs incurred by the non-defaulting party relating to this Agreement as a result of the default shall be paid or reimbursed by the defaulting party.

Article VI – Verification of employees.

The CITY has agreements with Texas's Department of Transportation (TxDOT) which require the CITY to agree and assure TxDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of CONTRACTOR's subcontractors. Accordingly, CONTRACTOR agrees that it will utilize the System to verify the employment eligibility of its employees, and that it will require any subcontractor used in the performance of the Contract to verify the employment eligibility of its employees. CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to CITY and TxDOT on forms and in the manner required by the CITY.

CONTRACTOR acknowledges that the CITY has received and will seek funds from TXDOT, and that such funds may be used to pay CONTRACTOR for the services it provides under this Contract. CONTRACTOR further acknowledges that TxDOT has advised recipients of TxDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. CONTRACTOR affirms to the CITY that it will not employ unauthorized aliens or take any other act, including acts related to the use of independent contractors, which may cause the CITY to be in violation of any law, or term or condition of any agreement between the CITY and TxDOT.

Article VII – Federal and State Taxes.

The City is exempt from payment of Texas State Sales and Use Taxes. The City will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor shall the Contractor use the City's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

Article VIII – Insurance Requirements.

- A. Contractor shall carry at least the following minimum insurance coverage limits and upon request of the City, shall provide proof of same.
 - 1. Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability.

2. Business Automobile Liability: Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include Liability and Physical Damage coverage (comprehensive and collision coverage) for all automobiles in the care custody and control of Contractor and being utilized for the fulfillment of this Agreement.
3. Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Texas Statute Chapter 406

B. Contractor shall make sure that all subcontractors or third parties utilized for the fulfillment of this Agreement shall carry the equivalent insurance limits.

Article IX – Successors and Assigns.

Contractor binds itself and its partners, successors, executors, administrators and assigns to the other party to this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the City or the Contractor shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Consent to the assignment may be withheld for any reason or no reason at all. In the event the City renegotiates its agreement with Uber or a third party for continuation of the Kyle 3.14 program, this agreement shall automatically append and become subservient to said agreement. Maruti shall then become a subcontracted party to the master rideshare agreement, and this Contract for Kyle, Texas 3.14 ADA program shall become an exhibit to said agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Contractor.

Article X - Remedies.

This Contract shall be governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Contract will be held in Hays County, Texas or any other jurisdiction or venue chosen by Contractor. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article XI – Conflict of Interest.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder,. The Contractor further represents that no person having any known conflict of interest shall be employed for said performance or services.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other

circumstance which may influence, or appear to influence, the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

ARTICLE XII – Independent Contractor Relationship.

- A. The Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole and full direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.
- B. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in this Contract.
- C. Contractor affirmatively acknowledges and represents that it, in the performance of this Agreement and consistent with its terms and conditions will select, hire, train, place, supervise, discipline, terminate, compensate and reward its employees; that it has determined the manner and materials by which it will perform the work, including the site from which the work will be performed; and that the facility and materials that it will utilize to perform the work will be owned, leased and controlled by it and under its care and control.

Article XIII – Nondiscrimination.

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, gender, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information.

Article XIV – Severability.

If any term or provision under this Agreement or application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, to every extent permitted by law.

Article XV– Modifications.

Any modifications to the terms of this Agreement shall only be made upon mutual agreement of Contractor and City and shall only be valid if made in writing with the same formalities as in this Agreement.

Article XVI – Notice.

All notices required pursuant to this Agreement shall be sent by certified mail return receipt requested to the representative/liaisons herein identified or identified in any subsequent writing.

Article XVII – Entirety of Contractual Agreement.

The City and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17 herein.

Article XVIII – Regulations.

The Contractor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

- A. Additional terms to be complied with are on Exhibit “A” attached hereto and incorporated herein for all purposes.
- B. Scope of Services to be complied with are on Exhibit “B” attached hereto and incorporated herein for all purposes.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract Amendment on the day and year herein written.

WITNESS MARUTI TRANSPORTATION
GROUP, INC.

WITNESS CITY OF KYLE, TEXAS

Signature

Signature

Name (type or print)

Name (type or print)

Title

Title

EXHIBIT “A”

ADDITIONAL PROVISIONS

- A. No Prohibited Countries. To the extent the Agreement or this Addendum constitute a governmental contract for. Critical infrastructure, and solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor is not owned or controlled by citizens, or Governments of Prohibited Countries, and is not headquartered in Prohibited Countries. The Term “Prohibited Countries” includes China, Iran, North Korea, Russia and another company designated by the Governor of Texas a threat to critical infrastructure
- B. Iran, Sudan and Foreign Terrorist Organizations. To the extent the Agreement or this Addendum constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code
- C. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- D. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- E. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do

not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

- F. *No Discrimination Against Firearm Entities and Firearm Trade Associations.* To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) ‘discriminate against a firearm entity or firearm trade association’ means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm

magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

EXHIBIT “B”

SCOPE OF SERVICES

| Current Program | Program Additions |
|-----------------------------|--|
| Service hours 6 AM – 7 PM | Service hours 6 AM – 9 PM 24/7 Access with After Hours Service |
| No weekends | Weekend Transportation Provided |
| No project management team | Provide Customer Service Management for Uber For Business Dashboard and Kyle 3.14 Maintenance |
| Compliance management | Ensure program reporting, integration, and voucher distribution meets all Title II ADA Act compliance standards |
| No vehicle branding | Provide City of Kyle with Kyle 3.14 branding options for vehicles |
| Vehicle Program Scalability | Provide additional paratransit vehicles to fleet with increased demand to meet all compliance standards, including response times. |
| Transportation Scheduling | Expand dispatching capability to allow for after hours and weekend scheduling |